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**Current Topics.****The Operation of the Workmen's Compensation Act, 1906.**

THE STEADY increase in the amount of compensation recovered under the Workmen's Compensation Act, 1906, is causing some uneasiness among those who administer the law, and who have reason to think that a large proportion of the claims preferred by workmen are unduly exaggerated. It may be safely assumed that the bulk of these cases are satisfied by insurance companies who are unwilling to take a case into court except when they have a reasonable prospect of securing the verdict. But in addition to the cases brought into court a large number are settled by the offices because it is cheaper to pay than to fight. The company may be convinced that the claim is unfounded or excessive, but they know that juries have a strong sympathy with a workman who complains of injury and are apt to think that it is no part of their duty to protect a wealthy corporation from extravagant demands.

**The Centenary of the French Bar.**

GREAT INTEREST is excited in Paris by the approaching celebration of the centenary of the reconstitution of the bar by decree of NAPOLEON dated December 14th, 1810. The Emperor had no liking for advocates. He said they were the authors of crime and treason, and he wished to be able to cut out the tongue of any advocate who used it against the Empire. The governments which have followed the Empire have had a more generous view of the privileges of the profession. The celebration, which takes the form of a banquet on Sunday, 11th of December, will be presided over by M. ARMAND FALLIERES, President of the Republic. Among the first of those who promised to attend it was M. BRIAND, the Prime Minister. A curious feature of the celebration is the attendance of lady barristers; three out of the sixteen on the roll will take their place at the table.

**The Gorse Hall Murder.**

IN ANOTHER column we comment upon the evidence which led to a conviction in the Crippen case. Here it may be of

interest to point out how completely the proof in that case adduced by the prosecution differs in character from the proof in another very recent case—namely, the Gorse Hall murder. In the former case the evidence is entirely circumstantial, yet it led to a verdict of guilty. To most minds that verdict seems the only one the jury could have given; indeed, it is difficult to conceive of any possible explanation of the facts which is consistent with the innocence of the accused. Of course, some far-fetched theory may be invented by some over-subtle minds to explain everything away; but doubts of that kind may be suggested in every case, however clear. In the latter case, on the other hand, two men have in succession been accused of the murder upon what at first sight appears to be strong direct evidence added to some slight circumstantial evidence. Yet each man has in turn been acquitted, and rightly acquitted, by the jury who tried him. It is certain that one of them must be innocent; it is probable that both are innocent. Yet each was positively identified by the same four persons as the man who committed the crime. The case illustrates at one and the same time two propositions familiar to practitioners at the criminal bar. In the first place, it shews that circumstantial evidence may well be, and indeed often is, to ordinary practical men much more conclusive and safe to act on than direct evidence. In the second place, it drives home in a striking way the extreme danger of relying upon evidence of identity to establish the guilt of a suspected person. Even when two men are really not very like each other when viewed side by side, it may be well that there is sufficient similarity in height, build, and aspect to induce a positive identification of one for the other by perfectly honest witnesses who have had only a passing glimpse of the person they are asked to identify. Such evidence, indeed, ought always to be regarded with the utmost caution by all who are concerned either in the administration of justice or in the investigation of crime.

#### Another Circumstantial Evidence Case.

THE GROWING tendency of English courts to rely on circumstantial evidence in cases of murder, as well as of other criminal offences where the sanction is less irrevocable, is shown very strikingly by the recent case of *Rex v. Broome*, which came before the Court of Criminal Appeal on Monday. The prisoner had been indicted at the Aylesbury assizes for the murder of an old woman who kept a second-hand clothes shop at Slough. There was no direct evidence, either as regards motive, opportunity or identity, which connected the accused with the crime; and it was not denied that he bore a good character. Three pieces of circumstantial evidence, however, were set up against him. He had been at Slough on the day of the murder; scratches were found upon his face, which he accounted for at different times by different stories; and a sum of twenty pounds was found in his possession without any adequate explanation of how he came to possess that sum of money. It consisted of nineteen sovereigns and two half-sovereigns. Now, the deceased was known to have a small store of money—which was missing; her purse was found empty; a piece of paper was found by the markings of which an expert witness inferred that it must have contained nineteen sovereigns and two smaller coins, either half-sovereigns or sixpences. On these three pieces of evidence, especially the last point, the prisoner was found guilty, and this verdict was upheld by the Court of Criminal Appeal. Without expressing any opinion on the merits of the case, we think it right to point out that the reliance on expert evidence reposed in this case goes a little farther than has hitherto been customary. We do not recall any precedent in recent years for a conviction of a capital crime upon such a delicate question as the markings which the edges of a gold coin make upon paper. While it is true that circumstantial evidence is often the best evidence, it is possible to carry reliance upon it to a point of which average opinion is not likely to approve.

#### The Importance of Noting Up.

THE DECISION of the Court of Appeal in *Re A Debtor* (*Weekly Notes*, 1910, p. 224) shews the importance of keeping text-books noted up with the latest authorities. Rule 130 of the Bankruptcy Rules provides that "subject to the powers of the Court

of Appeal to extend the time under special circumstances, no appeal to the Court of Appeal from any order of the court shall be brought after the expiration of twenty-one days." It was formerly thought that the rule was complied with if notice of appeal was served within twenty-one days, although the appeal was not entered within that time: see *Christopher v. Croll* (16 Q. B. D. 66); and in the present case reliance had been placed on a statement in the last edition of Williams on Bankruptcy embodying this view. But since that edition was published it has been decided in *Re Taylor* (1909, 1 K. B. 103) that the rule requires that the appeal shall be entered and the security for costs paid within the twenty-one days, and accordingly the appeal in the present case was out of time, these steps not having been taken. It was urged that the omission to take account of *Re Taylor* was a "special circumstance" sufficient to justify an extension of the time for appealing, but the Court of Appeal declined to accede to this view. An omission to refer to the reports of the previous year, it was said, was not a ground for allowing any relaxation. In matters of substantive law the practitioner of course must make himself acquainted with the latest authorities on the point before him, and there is no remedy for any loss happening through omission to do so; and there seems to be no reason why an omission, however inadvertent, to ascertain the latest law on a point of practice should not be on the same footing.

#### Profits Made by a Trustee.

IT IS an elementary principle in the law of trusts that, in the absence of special provision, a trustee may not make any profit out of his trust; but, as WARRINGTON, J., has held in *Re Lewis* (*ante*, p. 29), the principle must not be applied unreasonably, and a trustee is not necessarily debarred from receiving remuneration for work done under an agreement with third parties, notwithstanding that the work relates to the trust estate. In that case a testator, who was at the time of his death carrying on business in partnership, appointed his son trustee. In pursuance of a power in the partnership articles the testator nominated his son to succeed him in the partnership, but he was to hold the position of partner as trustee. For a year before the testator's death the son had been employed by the firm as salesman at a salary of £600 a year. After the testator's death, and after he had entered the partnership, it was agreed between him and his co-partners that he should continue to act as salesman at the same salary. Clearly in such a case the rule of equity should not apply, and WARRINGTON, J., held that it did not; but it required a nice analysis of the circumstances to save the son from being obliged to hand over his salary to the trust estate. In *Re Sykes* (1909, 2 Ch. 241), where also the question arose of a trustee continuing to make profits which he had made during the testator's life time, there was a special clause which, in the opinion of the Court of Appeal, allowed of the profit being retained; but it was pointed out that in the absence of the clause the result would have been different. On the other hand, in *Re Dover Coalfield Extension* (1908, 1 Ch. 65), where company A was entitled to shares in company B, and a director of company A became director of company B in order to represent company A, and used the shares as his qualification, it was held that he was entitled to retain his fees as director of company B, upon the short ground, as put by FARWELL, L.J., that he did the work and was entitled to the money. This is very near the present case, and WARRINGTON, J., decided *Re Lewis* in the same way. The son had earned his salary and was entitled to keep it. The principle underlying the case is that other persons than the *cestui que trusts* were interested in the arrangement, and there were no profits available, either for the trust estate or for the other partners, until all outgoings had been paid, including the salary in question.

#### Carvings as Fixtures.

THE QUESTION whether articles of ornament attached to a house are fixtures or not has been several times discussed in recent years. In *Norton v. Dashwood* (1896, 2 Ch. 497) CHITTY, J., following *D'Eyncourt v. Gregory* (L. R. 3 Eq. 382), held that tapestry fastened to the walls of a mansion-house was a fixture and passed under a devise of the house. In *Leigh v. Taylor*

(1902, A. C. 157), where tapestry had been affixed by a tenant for life, a different view was taken, and it was held that, since it was affixed for the better enjoyment of the tapestry itself, and not as part of the house, it was not a fixture; thus affirming, though on a different ground, the decision of the Court of Appeal—*Re De Falbe* (1901, 1 Ch. 523)—who held that the tapestry was a fixture, but was removable by the executors of the tenant for life. In *Re Whaley* (1908, 1 Ch. 615) tapestry had been affixed to a house as part of a scheme of decoration, and on this ground it was held by NEVILLE, J., distinguishing *Leigh v. Taylor* (*supra*), that it was a fixture and passed under a devise of the house. In all such cases the question whether the article is in fact a fixture or not has to be determined first—a question which is to be determined by considering the mode and the object of the annexation—and only after it has been decided that the article is a fixture is it necessary to consider whether the case is one in which the ordinary rule that the fixtures go with the freehold should be relaxed, on the ground that the article was affixed by a tenant for life or for years. At the same time, in considering the object of the annexation, it may be material to take into account the circumstance that the article was affixed by a person with only a limited interest in the house. But when it has been determined that the article is a fixture, then upon a devise of the house it passes to the devisee unless expressly excluded, since there is no relaxation of the strict rule as between executor and devisee: *Fisher v. Dixon* (12 Cl. & F. 312); *Bain v. Brand* (1 App. Cas. 762). In the recent case of *Re Lord Chesterfield's Settled Estates* (*Times*, 4th inst.) carvings by GRINLING GIBBONS had been introduced into the mansion-house of Holme Lacy, in Gloucestershire, when the house was rebuilt at the end of the seventeenth century, and had remained in it ever since. The late Earl of CHESTERFIELD was absolute owner of the house, and devised it in strict settlement, the present Earl being tenant for life, and he bequeathed works of art and other chattels in the mansion-house to the present Earl absolutely. Having regard to the circumstances under which the carvings were introduced into the house, JOYCE, J., had no difficulty in holding that they were fixtures, and that they passed with the house under the devise in settlement, and not under the bequest of chattels.

#### Exemption from Distress.

THE COURT OF APPEAL in *Rogers v. Martin* (*ante*, p. 29) have approved the construction of section 4 (1) of the Law of Distress Amendment Act, 1908, which was adopted in *Shenstone & Co. v. Freeman* (1910, 2 K. B. 84). The Act, by section 1, allows certain persons whose goods are on demised premises to claim exemption from distress for rent. These are (1) under-tenants who pay by instalments not less often than every quarter the full annual value of the premises comprised in the underlease; (2) lodgers; and (3) persons who are not tenants and have no beneficial interest in any tenancy of the premises. The last class would include all strangers who have goods belonging to them on the premises, but an important restriction is introduced by section 4, and the first paragraph of the section excludes from the benefit of the Act, *inter alia*, "goods comprised in any bill of sale, hire-purchase agreement, or settlement made by such tenant." The natural construction of these words is to make the phrase "by such tenant" apply to each kind of instrument, so that whether he has given a bill of sale on his goods, or taken them on a hire-purchase agreement, or settled them, in each case the fact that he is not the owner does not bring the goods within the benefit of the Act and exempt them from distress. It has been argued, however, that the phrase "by such tenant" applies only to settlements, and that goods on the premises which are subject to a bill of sale or to a hire-purchase agreement are excluded from the Act, although the tenant was no party to the instrument. But this construction, apart from its being opposed to the natural meaning of the sentence, results in an absurdity. The goods of a stranger would be privileged from distress under section 1, but only so long as the stranger is absolute owner. If he is mortgagee under a bill of sale, or if he has let them out on a hire-purchase system agreement, he is, so it is argued, to lose the privilege. But

unless the bill of sale or hire-purchase agreement was a transaction with the tenant, there is no reason for withdrawing the goods from the privilege, and the Court of Appeal have held in the present case of *Rogers v. Martin* that the words in question apply to all the instruments previously mentioned. Goods included in a bill of sale or hire-purchase agreement only lose exemption when the tenant is himself a party to the instrument. This affirms the proper meaning of the Act as to exemption of goods of strangers, but it is worth while to call attention to the singular and very inconvenient restriction on 1 (c), which, as above stated, only protects goods of under-tenants when there is a tenancy at a full annual rent payable not less often than quarterly. An under-tenant at a monthly rent or otherwise seems to be equally entitled to protection.

#### Inquiries as to Plaintiff's Character in Action for Defamation.

IN THE case of *Rastry v. Russell* (State Rep. N. S. W., vol. 10, p. 200) a question was considered which we do not remember to have arisen in any reported English case. The action was for slander, the words complained of containing various imputations on the moral character of the plaintiff, a widow. The only plea was one of not guilty. After the plaintiff and her principal witness had been cross-examined on matters suggestive of a questionable degree of intimacy between them, the defendant's nephew, who gave evidence for the defence, admitted in cross-examination that he was employed by his uncle "to see people about the case," and "to inquire in connection with the case in general," and that he had accordingly made inquiries with reference to the plaintiff's character, and had inserted an advertisement in a newspaper in order to get the names of persons who had boarded in her house. The judge, in summing up the evidence, directed the jury that if they found for the plaintiff they might consider the fact of these inquiries as possibly aggravating the damages. The jury having found a verdict for the plaintiff with substantial damages, application was made to set aside the verdict, and for a new trial on the ground of misdirection. For the defendant it was argued that he had a right to make the necessary inquiries as to the character of the plaintiff with a view to the mitigation of damages; and that these inquiries were privileged, in the absence of proof of express malice on the part of the defendant. The Supreme Court, PRING, J., dissenting, gave judgment for the plaintiff, on the ground that the inquiries were part of the conduct of the defendant from the time the words were uttered to the time of the verdict, and that it was for the jury to consider whether the inquiries were *bona fide* or what operated on the defendant's mind in making them. The question is one in which it is difficult to draw the line between legitimate inquiries and inquiries of a fishing character which are of such a nature as to convey insinuations against the character of the plaintiff. A direction that the jury were entitled, in assessing damages, to consider the conduct of the defendant before action, after action, and in court during the trial would have been in accordance with the authorities, and would, we think, have had the same effect on the jury as that actually given. But there was possibly some danger that the jury, directed as they were, might think that inquiries as to the general reputation of the plaintiff were inadmissible, which was clearly not the case. But it was, it seems to us, impossible to hold that in all cases the question whether the inquiries were excessive, and whether the defendant had abused his privilege, must be removed from the jury.

#### Interest on Contingent Legacies.

CONSIDERING HOW often testators give legacies to their children contingently on their attaining twenty-five or some other age beyond the age of twenty-one, it is a little remarkable that there is no authority in the books as to whether such legacies carry interest. The general rule, as stated by Lord Justice JAMES in *Re George* (5 Ch. D. 837), is that a contingent legacy does not carry interest while it is in suspense. To this rule there is an exception in the case of a contingent legacy given by a father to an infant child, and to this exception there is again an excep-

tion where the testator has provided another fund for maintenance so that the income of the legacy is supposed not to be required for the purpose. In all the reported cases the contingency has been the attainment of twenty-one, and there is no case where the contingency was beyond that age. It will also be remembered that section 43 of the Conveyancing Act, 1881, does not apply to property the vesting of which is postponed beyond twenty-one. The point in question, therefore, was singularly devoid of authority when it fell to be decided by EVE, J., in *Re Abrahams* (reported elsewhere). There the testator gave to his sons legacies at twenty-five, and further legacies when they attained the age of thirty, and he also gave them a share of residue. EVE, J., held that the legacies did not carry interest, but he did so mainly on the ground that there was no authority for deciding otherwise. The point, therefore, can hardly be considered as very firmly established. The learned judge also held that the case did not fall within the exception to the exception, in this respect following *Re Moody* (1895, 1 Ch. 101), but he confessed that, had he been free to decide the point, he would have come to a different conclusion.

#### Appeals from Revision Courts—Divided Houses.

TWO SUCCESSFUL appeals from decisions of revising barristers to the Divisional Court this week deserve notice: see *Douglas v. Sanderson*, and *Kent v. Fittall*, reported in the *Times* of November 9th. The first case depended on an extremely elementary principle of English real property law. The claim was made in respect of property in Newcastle-on-Tyne. The claimant owned the fee simple of a two-storey building, the lower part of which was known as No. 57, Wolseley-gardens and the upper part as No. 59, Wolseley-gardens, each part being occupied separately and forming in fact two houses divided horizontally instead of vertically. The claimant resided in and occupied No. 59, and No. 57 was occupied by his tenant. Both the claimant and his tenant were on the register as voters, in respect of their occupation, for the city of Newcastle. The claimant claimed to be on the register as an ownership voter for the county of Northumberland in respect of No. 57—the part of the building occupied by his tenant. The revising barrister rejected the claim on the ground that by section 24 of the Representation of the People Act, 1832, he was, by his occupation of the upper storey, precluded from being registered as a county voter in respect of his ownership, in addition to being a borough voter. It was in effect held that the claimant was not the owner of a freehold not occupied by himself. This decision was reversed by the Divisional Court, on the ground that Nos. 57 and 59 were to be regarded as separate houses. The existence of "horizontal hereditaments" is well established in English law, though such horizontal division of ownership is peculiar to our common law: *Humphries v. Brogden* (1850, 12 Q. B. 739, 755).

#### A County Court Judge and Sanitary Regulations.

WE READ in one of the daily papers that, upon the hearing of a judgment summons in a county court, the debtor, as an answer to an order to pay four shillings a month, stated that he was out of work and unable to pay the amount, and gave as his reason for being out of work that he was a jobbing joiner; that his family had recently been ill with scarlet fever, and that the sanitary authority had, during an interval of time, warned him that he would be liable to legal proceedings if he entered the houses of other persons in order to work there. The judge is reported to have then exclaimed that he had never heard of such a thing before, and that the sanitary authority had no right to stop a man from working for his livelihood without making him any compensation. We do not know with anything like accuracy the terms of the warning received by the debtor, but if it is too much to expect that any one in a judicial position shall be familiar with all the statutory provisions for the prevention of contagious disorders, it may reasonably be expected that he should remember that by the common law it is the duty of any person in the situation of the debtor to take all reasonable precautions to prevent the communication of the disorder from which his family was suffering to other persons. It is quite another question whether the debtor in the circum-

stances had a reasonable excuse for the non-payment of the instalments due from him.

#### Latchkey Voters.

THE OTHER case referred to above, *Kent v. Fittall*, was an appeal from the Revising barrister at Devonport, and several cases of the same kind from the same Revision Court are already reported: see *Kent v. Fittall* (1906, 1 K. B. 60). The latter case went to the Court of Appeal, and the Lord Chief Justice intimated that a similar course would probably be pursued in the present case. The question raised was whether, where a landlord had let rooms in a house to a tenant, and himself resided in the same house, it could be held that he had given up the right of control merely on the evidence of the tenant that such control had not in fact been exercised. The case stated by the revising barrister is lengthy and difficult to summarize satisfactorily, but in the result he had held that the landlord had given up his right of control, and in consequence the occupant of each room was an owner or tenant and not a mere lodger. The Divisional Court declined to take this view and reversed the decision, holding that the occupants were to be regarded, so far as the evidence went, as lodgers. The revising barrister, said the Lord Chief Justice, "could not from the mere fact of the non-exercise of control find that there was none."

## Money-lenders and Registered Names.

THE recent case of *Re Robinson, Clarkson v. Robinson*, breaks new ground in the field of money-lenders' law, and, if correctly decided, opens up a long vista of possibilities in the way of further litigation on the Money-lenders Act, 1900.

The case was decided by NEVILLE, J., on the 27th of October last, on a summons to vary the master's certificate. In the course of the administration of the estate of J. P. ROBINSON the validity of four incumbrances created in 1903 and 1904 on the share of E. A. ROBINSON came in question. Incumbrance No. 1 was a deed by which E. A. ROBINSON mortgaged his contingent share to CHARLES ALFRED BOND and one BENNET. By incumbrance No. 2 ROBINSON further mortgaged his share to BENNET alone. By incumbrance No. 3 he further mortgaged his share to CHARLES ALFRED BOND and BENNET "trading under the registered name of Lewis & Co.," and incumbrance No. 4 was also a deed of further mortgage in favour of Lewis & Co. These four securities had been assigned for value to a limited company, who again assigned them to two persons as assignees, and these assignees now claimed to be entitled to the securities. In 1903 and 1904 CHARLES ALFRED BOND and BENNET had been registered as money-lenders trading as Lewis & Co. The master had held, as the result of an inquiry before him, that the real partners in the firm of Lewis & Co. were not CHARLES ALFRED BOND and BENNET, but BENNET and GEORGE CRESWELL BOND, CHARLES ALFRED BOND being the nominee of his brother GEORGE CRESWELL BOND, who furnished the capital of the firm. On this ground the four deeds were held void, as being made in respect of transactions with persons who should have been, and were not, registered as money-lenders.

The summons to vary the master's certificate was taken out by the assignees, who contended that they were purchasers for value without notice of any irregularity in the registration of Lewis & Co. NEVILLE, J., assumed, in favour of the assignees, that they were *bonâ fide* assignees, but dismissed the summons, and held that the four securities were void in their inception, and therefore equally void and worthless in the hands of the assignees. The gist of the decision is contained in the following passage (from the *Times* of the 28th of October): "CHARLES ALFRED BOND and BENNET were not registered, except as the alleged partners in the firm of Lewis & Co. I think, therefore, that the securities taken in their names [Nos. 1 and 2 above mentioned] were within the prohibition of section 2 (1) (c) of the Money-lenders Act, 1900. With regard to the securities taken in the name of Lewis & Co. in respect of transactions with GEORGE CRESWELL BOND and BENNET [Nos. 3 and 4], I think

this firm was unregistered, and that these securities also are in the same position." Reference was then made to the House of Lords case of *Whiteman v. Sadler* as approving of the decisions in *Victorian Daylesford Syndicate v. Dott* (1905, 2 Ch. 624) and *Bonnard v. Dott* (1906, 1 Ch. 740), so far as these cases decided that contracts made with unregistered money-lenders were void. Reference was also made by NEVILLE, J., to the case of *Norman v. Fergusson* (5 Bing. N. C. 76) as supporting the view that the securities were completely void for all purposes.

Now this judgment was delivered before the November parts of the *Law Reports* or *Law Journal Reports* were published, and the case of *Whiteman v. Sadler* was cited from the *Times* report (26 T. L. R. 655). That report contains only the judgment of Lord MACNAGHTEN. A good deal of further light is thrown on the facts of the case and the question decided when the judgments delivered by Lord DUNEDIN and Lord MERSEY are perused. In particular Lord DUNEDIN discusses the case of *Norman v. Fergusson* (relied on by NEVILLE, J., in *Re Robinson*), and Lord MERSEY quotes from the regulations and forms of register.

(Parenthetically, it may be observed that the text of the regulations and forms of register made and drawn up by the Commissioners of Inland Revenue are most difficult to come by. They appear not to be published in the Statutory Rules and Orders or other accessible volumes. A print of the regulations can be obtained on application at Somerset House, but a form of the register cannot apparently be had by anyone except a person proposing to register himself as a money-lender.)

Lord MERSEY's judgment is specially valuable, since the case really cannot be completely understood without a knowledge of what is contained in the regulations made in pursuance of section 3 (1) of the Act of 1900. It appears, then, that in 1908 (and presumably also in 1903 and 1904) the form for registration of a firm contained blank spaces to be filled up in accordance with (*inter alia*) the following headings: "Usual trade name in which the firm carrying on the business of money-lending is to be registered," "Persons of whom the firm consists." It appears also that the bill of sale attacked had been taken in the name of "ARTHUR GEORGE WHITEMAN and WALTER ELPHICK WHITEMAN, trading in co-partnership as Cobb & Co.," just as in *Re Robinson* two of the securities had been taken in the name of CHARLES ALFRED BOND and BENNET "trading under the registered name of Lewis & Co." It is with reference to this form of registration, and the close correspondence between that form and the way in which the money-lenders were described in the bill of sale, that the observations of Lord MACNAGHTEN, Lord DUNEDIN, and Lord MERSEY as to the *de facto* registration are made. Lord MACNAGHTEN refers to the regulations made by the commissioners as "an occasion for stumbling." Lords DUNEDIN and MERSEY both insist strongly on the sufficiency of the "*de facto* registration." "The appellants had a registered name, and I think the statute sought only to prohibit dealings in a name which was not registered at all": per Lord DUNEDIN at p. 527 of the report (1910, A. C. 514).

The case of *Norman v. Fergusson* (relied on by NEVILLE, J., in *Re Robinson*) was treated by Lord DUNEDIN as not really affecting the matter in hand one way or the other: "The upshot of the matter seems to me that each statute must be judged of by itself" (p. 527). So Lord MERSEY (p. 534) says: "Does the statute by implication forbid the contract? And the answer depends exclusively on the terms of the statute." Read in the light of the judgments of Lords DUNEDIN and MERSEY as well as the judgment of Lord MACNAGHTEN, the decision of the House of Lords is more intelligible and can better be applied to the state of facts on which *Re Robinson* was decided. The House of Lords' decision was, in the words of the head-note, that the provision in section 2 (1) (c) strikes at a money-lender who is actually registered by the registration authorities and contracts otherwise than in his registered name, and not at a money-lender who being so registered contracts in that name. The case of a money-lender who is not registered at all is covered by the decisions in *Victorian Daylesford Syndicate v. Dott* and *Bonnard v. Dott* (*supra*), and in *Re Robinson* NEVILLE, J., held that these cases governed the case before him, thus holding that *Whiteman v. Sadler* was not applicable.

It is submitted that there is a balance of argument against the correctness of the decision in *Re Robinson*, and that this case is really governed by *Whiteman v. Sadler*. In *Re Robinson*, as in *Whiteman v. Sadler*, there was a *de facto* registration, and there was a contract in the name of the registered money-lenders. The *ratio decidendi* was that GEORGE CRESWELL BOND, and not CHARLES ALFRED BOND, should have been placed on the register and should have entered into the contract, because he, and not CHARLES ALFRED BOND, was the real partner in the firm and the person who found the trading capital. This involves the extension of the statutory definition of "money-lender" beyond the limits reached by any previous case. Under the particular circumstances it may have been a correct conclusion of fact that GEORGE CRESWELL BOND was a sleeping partner, and he may possibly have rendered himself amenable to the penalties imposed by section 2 (2). But the broad fact remains that he (GEORGE CRESWELL BOND) was not a party to the deeds held void, and that the money-lending parties to these deeds were *de facto* registered. This case of *Re Robinson*, indeed, illustrates another observation made by Lord DUNEDIN in the course of his judgment in *Whiteman v. Sadler* (p. 527): "I think it not out of place to say that it seems to me that this result [the substantial validity of a *de facto* registration] is in accordance with ordinary justice, although I agree that if the statute had provided otherwise we should have been bound to enforce its provisions." It is clear that to hold a security void in the hands of a *bona fide* assignee for value, by reason of an irregularity or misfeasance which he could have no means of ascertaining, is not in accordance with ordinary justice. Yet this is the result of holding a contract void by reason of the breaches of the Act mentioned in section 2 (1) (a) and (b), and justifies a strict scrutiny of the provisions of section 2. Lord MERSEY expressly points out (p. 534 of report in *Whiteman v. Sadler*) that clauses (a) and (b) of sub-section 1 stand on a different footing from clause (c), inasmuch as the former require registration and the carrying on business in the registered name, but make no mention of contract, whilst "(c) expressly deals with contracts for lending money, and in terms forbids them to be made otherwise than in the registered name."

It will be remembered that in *Re Robinson* there were four deeds in question, two in favour of Lewis & Co., and two in favour of the alleged partners or partner without referring to the firm's name. It might, of course, well be held that the former were not void, while the latter were void as not stating the registered firm's name. At the same time both CHARLES ALFRED BOND and BENNET were *de facto* registered, and possibly the principle of extending the benefit of *de facto* registration might be thought to protect them. The argument, however, against the correctness of the decision in *Re Robinson* is mainly concerned with cases where the registered firm's name is used in the security.

In conclusion, it is submitted that, although an ostensible money-lender may not be dealing with his own money, and although this may afford ground for criminal prosecution and rectification of the register, yet contracts made in the name of the person registered are not to be held void so as to prevent a *bona fide* assignee for value recovering in respect of them.

## A Study in Circumstantial Evidence.

THE trial of Dr. CRIPPEN for the murder of his wife, which ended at the Old Bailey with a verdict of guilty, and which verdict was affirmed last Saturday by the Court of Appeal, is deserving of more than a mere ephemeral attention on the part of every advocate who desires to understand the logical principles, as well as the rhetorical principles, of the forensic art. Certain features of the case which attracted the interest of the public at large have, indeed, no special significance for the lawyer. The gruesome character of the crime, the sensational incidents which marked a world-wide hunt in chase of the accused, the tragedy of a somewhat sordid Bohemian life, which certain phases of the evidence brought to light, the pathetic devotion of a woman to the prisoner, and his own extraordinary personality, at once gentle, self-possessed, and sinister—

these aspects of the trial gave it a dramatic and human interest for the lay spectator, but for the legal practitioner they have no special significance.

In another aspect, however, it is of absorbing importance to even the most pedantic of *nisi prius* advocates. For within living memory there has been no case in which a prisoner has been convicted on evidence so completely of a purely circumstantial nature. In two modern cases of the greatest interest, the recent Dickman case and the Yarmouth Beach case of ten years ago, there was a question of identity which depended upon direct evidence. The Monson case, indeed, was one which depended on purely circumstantial evidence; but in that case there was a *lacuna* in the web of proof and the accused was acquitted. In the Crippen case, on the other hand, not a single link needed to complete the chain of inference was absent. The mass of facts from which the jury drew its verdict of doom is complex enough to satisfy the fastidious mind of Sherlock Holmes himself. We propose to analyze the evidence carefully and to arrange it in what we deem to be its true logical categories.

The prosecution had to prove three issues of fact. First, that CORA CRIPPEN was dead; secondly, that her death had been produced by malice aforethought; thirdly, that her husband was the murderer. Let us consider each of these in detail and set out the *media* of proof by which each was established. In each case every item of that proof is a piece of pure circumstantial evidence; there is not a particle of direct evidence to be found.

Of the first issue—that CORA CRIPPEN is dead—the evidence is two-fold. There is a mass of negative evidence, and there is likewise a mass of positive evidence. We will set forth each in a series of propositions.

(a) *Negative evidence of Cora Crippen's death:*

1. In the early morning of the 1st of February, 1910, CORA CRIPPEN was last seen. She was in her husband's house at Camden Town, the scene of the crime. Two friends who have been spending a social evening with her husband and herself take leave of her, and she is never seen again.

2. Her clothes and jewellery remain at the house in Camden Town. None of them are missing. She does not appear to have obtained money from anyone.

3. She gives no prior explanation to anyone of her intention to depart. It comes as a complete surprise to all her friends.

4. Although for three months past the story of her disappearance has passed like wildfire throughout the wide circuit of the globe, no one comes forward who even fancies that he has seen or heard of her. It is true that, since the verdict, some vague rumour has been started in America to the effect that she has been seen in hiding there.

5. Her husband is on his trial for murder; yet she does not appear.

(b) *Positive evidence of Cora Crippen's death:*

1. Buried beneath the floor of the house in which she was last seen is found the mangled flesh of a human body. The bones have been removed, and the flesh covered with quicklime; but, owing, either to the dampness of the soil or to the fact that the air has been excluded by the pressure of the bricks above the body, the quicklime has preserved the remains, instead of destroying them.

2. Expert evidence shows that the remains are those of a stout, middle-aged person, such as CORA CRIPPEN admittedly was.

3. The sex is ascertained to be female by the fact that hair-curlers are found amongst the hair.

4. There is strong, though not unquestioned, expert evidence to shew that the person whose remains have been discovered once underwent an operation in the abdomen. Now CORA CRIPPEN is proved to have undergone such an operation.

5. Although the exact date of the deposit of the remains cannot be exactly ascertained, the expert evidence shews that they cannot have been there more than eight or nine months before discovery. This is consistent with the fact that they are CORA CRIPPEN's remains, since she disappeared on the 1st of February, whereas they were found in July.

6. They are wrapped in a pyjama jacket which is proved to have been bought by her for her husband in November, 1908.

It is true that one or two items in this aggregate of positive facts may possibly be a mistaken inference. Science is by no means infallible, even in the ablest of hands. But it is not credible that all can be mistaken. Even if half of them alone be proved, the positive evidence points unmistakably to the fact that the mangled flesh buried in the cellar of Camden Town is that of CORA CRIPPEN. This conclusion is overwhelmingly reinforced by the negative evidence.

Now the second issue emerges. How did CORA CRIPPEN meet her end? The facts, again, point unmistakably to foul play. Let us set them out in four short propositions.

*Evidence that Cora Crippen was murdered:*

1. The remains were buried in a cellar of the house where she was last seen. Who but a murderer would have buried the n there?

2. They were buried in quicklime. The object must have been to destroy them. Who but a murderer would have wished to destroy them?

3. The bones have all been dissected out and removed. Why, unless to conceal a murder?

4. Chemical analysis shews that the organs have contained a rare, but powerful, poison called hyoscine in a quantity sufficient to kill. This points unmistakably to poisoning.

Here it is right to say that the existence of this poison depends entirely on expert evidence, and that the conclusion is disputed by other expert evidence. It is suggested as just possible that the poison may have been another, but similar, chemical compound which is sometimes produced in decomposing bodies. The balance of probability, however, is that hyoscine was the drug found; and this is increased to a moral certainty by the concomitant circumstances which we have detailed in propositions 1, 2, and 3. The cumulative effect of all those combined details is that CORA CRIPPEN was done to death by poison, and that the rare drug hyoscine was the instrument of the crime.

There remains the last, but not the least—nay, the most important—of the three issues. Who murdered CORA CRIPPEN? The jury have found a verdict against her husband, Dr. CRIPPEN; and we will here set out the links in the chain of proof that holds the convict in its bonds. These links are seven in number, though many of these are double, even treble, strands.

1. *Opportunity.*—Dr. CRIPPEN was the last person known to have been with the deceased. He has been for months in sole control and with sole access to the house and cellar where lay her remains.

2. *A concrete link.*—The remains are found to be wrapped in a pyjama jacket which is identified as having belonged to Dr. CRIPPEN.

3. *A link of coincidence.*—Dr. CRIPPEN is proved to have bought a large quantity of the rare poison which is believed to have caused the death of his wife. He bought it only once in his life, and that shortly before the disappearance of his wife. His explanation of how he came to buy it is unsatisfactory.

4. *An intellectual link.*—The murder must have been committed by a trained physiologist, who knew how to dissect a dead body, and understood that quicklime would in ordinary circumstances destroy the flesh. Dr. CRIPPEN had a training which made it possible for him to commit such a crime. The number of men possessed of such ability is comparatively few, and no other such man is in any way identified with the affairs of the deceased.

5. *Motive.*—Dr. CRIPPEN had a strong motive for the crime since it would enable him to marry another woman, to whom he was attached.

6. *Sequence of conduct.*—Immediately after CORA CRIPPEN's death, her husband invents and spreads abroad a story of her death; appears at a ball with his typist, and begins to dispose of his wife's belongings. It is difficult to see how any man would have invented such a story had he thought there was any chance of her re-appearance.

7. *Totality of behaviour.*—Dr. CRIPPEN flees from justice, tells a succession of ingenious falsehoods to account for the death of his wife, gives a very lame explanation of the many suspicious points which tell against him, and can offer no explanation of the presence of the remains in his house.

We have now summed up in detail, and we trust in orderly sequence, the circumstantial evidence which persuaded judge and jury to find the verdict they have found. The reader will have noticed that the *media* of proof are many, and fall within different classes of testimony. Indeed, the *materia* of the induction may be grouped together according to their intrinsic nature and the degree of confidence which justly attaches to the inference to be drawn from each. A rough but convenient classification is arrived at if we sift all the inferences into (1) Common-sense inductions, (2) scientific hypotheses, (3) psychological inferences. In the first group may be classed the conclusions drawn from the disappearance of CORA CRIPPEN, the place and treatment of the remains, the pyjamas in which the remains were wrapped, the purchase of poison by her husband. Such inferences are the most conclusive of all since they are matters which in no way depend on the penetrating, but somewhat speculative, deductions of science. In the second group come the chains of analysis by which the microscope and the test-tube prove the identity of the remains and the existence of the poison. To the men of science such evidence may seem as conclusive as the first, but to men of the world—who know how easily his imagination may mislead the most impartial of experts—it will appear only circumstantial evidence of the second degree—important, indeed, but not to be too hastily trusted. In the last class we place the reasoning which leads us to conclude that the murderer must have been a man of scientific training, cool character, immoral life, and sinister cleverness. Such reasoning is the least certain of all, though useful to reinforce and corroborate other links, and may be called circumstantial evidence of the third degree.

## Reviews.

## Lord Halsbury's Laws of England.

THE LAWS OF ENGLAND: BEING A COMPLETE STATEMENT OF THE WHOLE LAW OF ENGLAND. By the Right Honourable the Earl of HALSBURY, Lord High Chancellor of Great Britain 1885-86, 1886-92, and 1895-1905, and other Lawyers. VOL. V.: COMPANIES. VOL. XII.: EDUCATION, ELECTIONS, ELECTRIC LIGHTING AND POWER. Butterworth & Co.

The fifth volume of the "Laws of England," which is devoted exclusively to the subject of company law, has been held back, partly on account of the great labour which it has entailed upon the contributors, and partly on account of the changes necessitated by the passing of the Companies (Consolidation) Act, 1908, and the Assurance Companies Act, 1909. Both reasons are amply sufficient to account for the delay. It would have been very unfortunate if the volume had been issued on the basis of the repealed Acts, and, unlike volumes which contain several articles, the work of different contributors, the whole of the present volume is the work of Mr. W. F. Hamilton, K.C., Mr. Frank Evans, and Mr. W. A. Bewes, and has been revised by Sir Charles Swinfen Eady. In the result, the publishers have provided as part of the Laws of England a new and complete treatise on company law. The greater part of the volume is naturally devoted to companies subject to the Companies Act, 1908; but there are also divisions dealing with banking companies, insurance companies, statutory companies for public purposes subject to the Companies Clauses Acts, the Livery Companies of the City of London, and other companies. Considering the completeness of the volume, and the circumstances under which it has been produced, there is no reason to regret the delay in its appearance.

Turning to the part dealing with limited companies, it will be found that the contents are full and clearly arranged. The relation of a promoter to the company, and his liability to account for profits, are matters which have been the subject of numerous decisions. In cases where the company goes to the public the disclosure of profit must now be made in the prospectus or the statement filed in lieu of a prospectus, and the decisions are not so frequently applicable as formerly; but in other cases the question of making the necessary disclosure still arises, and the rules on the subject are lucidly stated at pp. 49-54. The prospectus, as just intimated, has acquired statutory importance, and its contents and the remedies for misrepresentations made in it are discussed at pp. 120-141. The sections devoted to actions for rescission and to actions of deceit furnish an elaborate guide to the numerous authorities in which these proceedings have been discussed; the action of deceit being, of course, now based on *Derry v. Peek* (14 App. Cas. 337). In regard to certificates, again, and their effect as creating an estoppel against the company (pp. 181-184), the text and the notes bear witness both to the activity of the courts and the industry of the authors, and the authorities quoted range between the fundamental cases of *Re Bahia and San Francisco Railway Co.* (L. R. 3 Q. B. 584) and *Ruben v. Great Fingall Consolidated* (1906, A. C. 439). A valuable section is devoted to debentures—the authority to issue them, the effect of the clauses they contain, their operation as floating securities, including their priority over judgment creditors, their registration, and the remedies for enforcing them (pp. 337-389); and in another important matter—the right of a shareholder to sue on behalf of himself and other shareholders when the powers of the company are being improperly exercised (p. 289)—the cases are carefully collected, though it is not stated that in one case—where the directors are proposing to act *ultra vires*—a shareholder can sue to restrain them in his own name alone: *Simpson v. Westminster Palace Hotel Co.* (8 H. L. C. 712). In addition to the lengthy Table of Cases, there is prefixed to the volume a comparative table of the new and old Companies Acts. Altogether the volume is a valuable addition to the works on company law, and a worthy member of the series of which it forms a part.

Of the articles which make up Vol. XII., that on Education has been contributed by Sir W. R. Anson, and Mr. Reginald P. Hills, assisted by Mr. C. T. Carr; that on Elections by Mr. E. A. Jelf, Mr. R. S. Nolan, and Mr. W. G. Courthope, and there is an Introduction by Mr. Justice Jelf; and that on Electric Lighting and Power by Mr. Balfour Browne, K.C., and the late Austin Fleeming Jenkin. The article on Education opens with sections on the Board of Education as the chief central authority, and on the powers and duties of local education authorities; and it includes sections on the duties of parents and employers, on the universities and schools under the Public Schools Acts, on educational charities, and on schoolmasters and teachers, the last section containing references to the decisions on the nature of the contract between schoolmaster and parent. The greater part of the volume is devoted to the article on Elections and this furnishes a very complete guide to the right of voting, to registration, to the conduct of elections, and to election petitions.

Modern developments of electricity have rendered electrical light and power undertakings an important group in statutory undertakings, and the article on the subject treats in detail of the powers and duties of undertakers under the Electric Lighting Acts, and provisional orders. The volume, if it has not the general interest of some others, is eminently useful and practical in the special departments to which it relates.

## Books of the Week.

**Coronation Claims.**—Coronation Claims, containing a full report of all the cases argued before the Court of Claims at the Coronation of King Edward VII., with other matter relating to Coronation Services in general. By G. WOODS WOLLASTON, M.V.O., Barrister-at-Law. Second Edition. Harrison & Sons.

**Tenants for Life and Remainderman of Shares.**—The Respective Rights of Settlor, Liferenter, or Tenant for Life and Fiar or Remainderman of Shares in a Public Company. By ROBERT F. IRVING, M.A., LL.B., Advocate. Price 7s. 6d. net. William Green & Sons.

**Income Tax.**—Income Tax: How to Make the Return and Prepare Accounts in Support, How to Recover Excess Paid, or Obtain Reduction, with Appendix of Settled Cases. By F. B. LEEMING, Accountant. Effingham Wilson.

**Arbitration.**—The Principles of Arbitration: a Manual of the Law relating thereto. By MONTAGUE R. EMANUEL, M.A., B.C.L., Barrister-at-Law. Jordan & Sons (Limited).

**The Solicitor's Diary, Almanac, and Legal Directory, 1911.**—Containing on excellent Diary for each day in the year, Treatises on the Stamp Act, and on Estate, Succession and Legacy Duties, Lists of County Courts, Recorders, Town Clerks, Clerks of the Peace, Coroners, Under-Sheriffs, King's Counsel, &c., Information as to Oaths in Supreme Court, Jurats, &c., Suggestions on Registering Deeds, &c., at Public Offices, Table of the Solicitors' Acts, the Solicitors' Remuneration Order and Scale, Precedents of Costs, Lists of District Registries, Official Receivers in Bankruptcy, Parliamentary, Insurance and Banking Directories, &c. An alphabetical Index of the Public General Acts from the accession of Queen Victoria to the present time, Lists of London and Provincial Barristers-at-Law, and of London and Country Solicitors, with Appointments held by them compared with the Official Roll, by permission of the Council of the Law Society and corrected by means of direct correspondence. The Treatise upon the Stamp Act and the Law and Practice of Stamping Documents is revised to date in accordance with the latest decisions and practice. The Treatise on Oaths, Solicitors' Charges and Death Duties are revised by J. GODFREY HICKSON, Esq., Solicitor. Sixty-seventh Year of Publication. Waterlow & Sons (Limited).

**The Land Taxes.**—New Land Taxes: How to fill in Forms Nos. 4, 5, 6, 7. By THOMAS MOFFET. Specimen Answers, Concise Directions. Price 6d. net. John Murray.

**The Law Magazine and Review,** a Quarterly Review of Jurisprudence: being the combined Law Magazine, founded in 1828, and the Law Review, founded in 1844. Vol. XXXVI., November, 1910. Jordan & Sons (Limited).

**Legal Diary**—The Legal Diary and Almanac, 1911, containing a Diary for every Day in the Year, Table of Inheritance, Particulars as to Advertisements under the Law of Property Amendment and Trustees Relief Act, Stamp Duties, Papers on the Preparation of Estate Duty and Legacy and Succession Accounts, Registry of Deeds in Middlesex and York, Bills of Sale, Limited Liability Companies, Articled Clerks, Land Transfer Act, Patents, Trade Marks, Passports, Enrolment of Deeds, &c.; Regulations as to the Appointment of Commissioners for Oaths, Forms of Oaths and Jurat, Conveyancing Costs, General Order as to Solicitors' Fees under Solicitors' Remuneration Act and Tables of Fees, Costs of Probate, an Index to the Public General Statutes; Short Particulars of the Public General Acts of the Last Session; Banking, Insurance and Parliamentary Directories; a List of Law Reports, with their Abbreviations and Dates; Complete Lists of London and Provincial Barristers and London and Country Solicitors, with Appointments, Agents, Addresses, &c.; Full Lists of Practitioners in Scotland and Ireland; Special Complete Lists of Recorders, County Court Registrars, King's Counsel, Revising Barristers, Clerks of the Peace, Town Clerks, District Registrars, Probate Registrars, Official Receivers in Bankruptcy, Justices' Clerks (Boroughs and Divisions), Clerks in Urban District Councils, Clerks to Rural District Councils, Commissioners for Oaths for the Colonies and Foreign Parts and Practitioners Abroad; Tables of Compound Interest, Expectations of Life Values of Annuities, Purchasing Leases, &c. Waterlow Bros. & Layton (Limited).

## Points to be Noted.

### Practice.

**Taxation of Costs—Non-contentious Business.**—Until the Rules of the Supreme Court of July, 1910, came into operation, taxation of costs in non-contentious business, when obtained by originating summons in the Liverpool or Manchester District Registry from a judge of the King's Bench Division, was to be referred to the Masters of the Supreme Court. But now the Manchester or Liverpool district registrar shall in such cases act as registrar and taxing-master of the Supreme Court.—*RE R. W. STEAD, A SOLICITOR (C.A., June 8) (54 SOLICITORS' JOURNAL, 618; 1910, 2 K. B. 713, 721a; 1911, 1 Annual Practice, 513).*

**Arbitration—Pleadings—Amendment.**—Where parties to an arbitration have delivered pleadings, and one of them applies for leave to amend, the arbitrator has a judicial discretion to allow or to refuse the amendment. He is to allow it if it does not do a serious injustice to either party; and "very few amendments do an injustice which cannot be compensated for by the payment of costs."—*RE CRIGHTON AND LAW CAR AND GENERAL INSURANCE CORPORATION (LIMITED) (K.B. Div. Ct., June 14) (1910, 2 K. B. 738).*

**Solicitor—Authority to Compromise Action—Misunderstanding by Client.**—If a client leads his solicitor reasonably to believe that he assents to a certain compromise of an action, and the solicitor carries out that compromise, the client is bound by the terms of the compromise and liable in damages for breach of it. It is no defence that he did not in fact understand the terms or intend to assent to them.—*LITTLE v. SPREADBURY (K.B. Div. Ct., June 16) (54 SOLICITORS' JOURNAL, 618; 1910, 2 K. B. 658).*

**Infant—Next Friend—Unsuccessful Action—Costs, Damages, and Indemnity.**—It may happen to an infant to bring an action by his next friend and to lose it with costs and damages against the next friend, though the action be quite properly instituted and conducted. In such a case the infant must indemnify the next friend against the costs and damages, and against his proper costs, charges, and expenses in relation to the action. But unless the court is administering the infant's estate it will not enforce the indemnity by a declaration of charge thereon.—*STEEDEN v. WALDEN (Eve, J., July 4) (54 SOLICITORS' JOURNAL, 681; 1910, 2 Ch. 393).*

**Payment Out of Court—Wrong Person.** The Paymaster-General, who makes payment out of funds in court under order of the court, is not guilty of default if he makes a payment directed by the court, even though the order was obtained on incorrect (though not fraudulent) evidence. Possibly in cases of fraud or forgery there might be a remedy against him—that is, a recourse to the Consolidated Fund. But (apart from fraud and forgery) no person injured by such payment, whether present or absent when the order was made, has any remedy on the footing that the funds ought still to be in court.—*RE WILLIAMS' SETTLED ESTATES (Swinfen Eady, J., July 30) (54 SOLICITORS' JOURNAL, 736; 1910, 2 Ch. 481).*

## CASES OF THE WEEK.

### House of Lords.

**LEES AND SYKES (Third Parties) v. DUNKERLEY BROTHERS.**  
3rd Nov.

**EMPLOYER AND WORKMAN—INJURY BY ACCIDENT—NEGLIGENCE OF FELLOW WORKMEN—CLAIM BY EMPLOYER TO BE INDEMNIFIED BY FELLOW WORKMEN—"SOME PERSON OTHER THAN THE EMPLOYER"—WORKMEN'S COMPENSATION ACT, 1906 (6 Ed. 7, c. 58), s. 6.**

A workman was injured as the result of a breach by two fellow workmen of a regulation made by the Secretary of State, under section 79 of the Factory and Workshop Act, 1901. The workmen were convicted and fined under section 85 (2) of that Act.

Held, that as the injured man could have maintained an action for damages against the workmen, based on negligence, in spite of the conviction under the Factory Act, the employers of the injured workman, who had paid him compensation under the Workmen's Compensation Act, 1906, could claim indemnity from them under section 6, as a fellow workman is a "person other than the employer" within the meaning of that section.

Decision of Court of Appeal (noted in 129 Law Times 9, and reported in 3 B. W. C. C. 347) affirmed.

Appeal by the third parties from an order of the Court of Appeal affirming an award of his honour Judge Bradbury, made at the County Court of Lancashire, holden at Oldham, whereby it was ordered that the appellants should indemnify the respondents against the compensation which they had become liable to pay a lad named Gibson under the Workmen's Compensation Act, 1906, and against the costs

of the arbitration proceedings between Gibson by his next friend and the respondents, and that the appellants should pay to the respondents the costs of the third party proceedings. The facts were stated substantially as follows:—A boy named Alexander Hope Gibson, thirteen years of age, was employed by the respondents, Messrs. Dunkerley Brothers, who are cotton spinners, near Oldham, as a piecer, and was under the orders and directions of the appellants, Samuel Lees and Frederick Sykes, "joiner minders." Whilst the traversing portion of a spinning mule was stopped, Sykes ordered the boy to enter the space between the fixed and traversing portions and clean the scavenger cloth. Such order was contrary to the regulations under the Factory and Workshop Act, 1901. When the boy was in the space between the fixed and traversing portions Lees set the mule in motion, and Gibson was caught and injured. The action of Lees in setting the mule in motion without ascertaining that no person was in the space was also contrary to the regulations made by the Secretary of State. Appellants were summoned for acting in contravention of the regulations, and convicted and fined. The boy, by his next friend, filed a request for arbitration under the Workmen's Compensation Act, 1905. The respondents admitted their liability to pay compensation, but claimed to be indemnified by the appellants upon the ground that the injury was caused under circumstances creating a legal liability in the appellants to pay damages. Compensation was awarded, but the judge made an order directing the two workmen to indemnify the employers, in accordance with section 6 of the Workmen's Compensation Act, 1906. The two workmen unsuccessfully appealed, but carried the appeal to their lordship's House on the ground that it was not the intention of the Legislature to entitle employers to throw the ultimate liability to pay compensation upon their workmen, even though guilty of negligence. Without calling upon counsel for respondents,

Lord LOREBURN, L.C., in moving that the appeal should be dismissed, said: An indemnity is payable if it comes within the following words: "Where the injury for which compensation is payable under this Act was caused under circumstances creating a legal liability in some person other than the employer to pay damages in respect thereof." Now here there was an injury for which compensation was payable, and it was caused under circumstances creating a legal liability in some person other than the employer to pay damages in respect thereof—at least, that is so in my clear opinion. But it is said on behalf of the appellants, "No, there is no liability in one servant towards another in respect of negligence in a common employment." No authority is quoted for that strange doctrine except a dictum in one of two reports of a case which is supposed to have been uttered by Chief Baron Pollock. I respectfully dissent from that, if Chief Baron Pollock ever expressed that opinion. We are, in fact, asked to extend, or, rather, to distort the doctrine of *Priestly v. Fowler* (3 M. & W. 1, 7 L. J. Ex. 42). I have, my lords, no desire to extend that doctrine; but I must point out that in that case the Court implied a term in a real contract, whereas in the present case we are asked to imply a contract where it is perfectly obvious there is no contract at all—namely, in the relation between two fellow servants. I can hardly imagine a more dangerous or mischievous principle than that which is sought to be set up here. It may be right or wrong to say, as *Priestly v. Fowler* says, that a man is not to be responsible for the negligence of his agents. That is decided law, and I make no comment upon it. But it is a very different position to say that a man is not to be responsible for his own negligence. That would mean a free hand to everybody to neglect his duty towards his fellow servant, and escape with impunity from all liability for damages for the consequences of his own carelessness or neglect of duty. Everyone must have an interest in maintaining the law in a sense hostile to such a proposition, and I should think that of all classes in the community workmen who work together in many dangerous employments have the greatest interest of all in preventing the doctrine which has been very carefully and reasonably put forward from being accepted.

The Earl of HALSBURY and Lords ATKINSON and SHAW concurred. Appeal dismissed with costs.—COUNSEL, J. R. Atkin, K.C., and Adshead Elliott, for the appellants; C. A. Russell, K.C., and E. C. Burgess, for the respondents. SOLICITORS, Rawle, Johnstone, & Co., for Ashcroft, Maw, & Shemeld, Oldham; P. J. Nicholls, for John Taylor, Manchester.

[Reported by ESKINE REID, Barrister-at-Law.]

## Court of Appeal.

**MOSELEY v. KOFFYFONTEIN MINES (LIM.).** No. 2. Nov. 2.

**COMPANY—ULTRA VIRES RESOLUTION—INJUNCTION TO RESTRAIN COMPANY FROM ACTING ON RESOLUTION—SHAREHOLDER PARTY TO RESOLUTION—ARTICLES—POWER OF DIRECTORS TO INCREASE CAPITAL—ISSUE OF SHARES ON RESOLUTION OF COMPANY—CONSTRUCTION OF ARTICLES.**

A shareholder is not debarred from claiming an injunction to restrain a company from acting on an ultra vires resolution by the fact that he has himself been a party to the passing of the resolution, and has assented to previous illegal acts done under it.

*Towers v. African Tug Co. (1904, 1 Ch. 558) distinguished.*

Where a company altered its articles so as to authorize its directors to increase its capital by the creation of new shares, but a subsequent article provided that new shares should be issued on such terms as the company in general meeting should direct,

*Held, that the directors could not issue any new shares without the sanction of a resolution of the company in general meeting.*

This was an appeal from a decision of Eve, J. The Koffyfontein Mines (Limited) was incorporated on the 19th of May, 1893, under the Companies Act, 1862 to 1890, to acquire and work concessions, lands, and mining rights in South Africa. Its original capital was £125,200. Article 53 of the articles of the company was as follows:—"The company in general meeting may from time to time . . . increase its capital by the creation of new shares. . . ." At extraordinary general meetings of the company held on the 9th of May, and the 27th of May, 1895, the company passed and confirmed certain special resolutions, which among other things altered article 53 as follows:—"The company, by resolution of the directors, may from time to time, whether all the shares for the time being issued shall have been fully called up or not, increase its capital by the creation of new shares, such aggregate increase to be of such amount and to be divided into shares of such respective amounts as the company by the resolution creating such new shares directs." Article 59 was as follows:—"Any new shares from time to time to be created may from time to time be issued with any such guarantee or any such right of preference, whether in respect of dividend or of repayment of capital, or both, or any such other special privilege or advantage over any other shares previously issued, or then about to be issued (other than shares issued with a preference), or at such a premium, or with such deferred rights, as compared with any shares previously issued, or then about to be issued, or subject to any such conditions or provisions, and with any such right, or without any right, of voting and generally on such terms as the company may from time to time by resolution of a general meeting declare." On the 4th of December, 1903, the directors of the company passed a resolution to increase the capital of the company by the creation of 125,000 new shares of £1 each. The plaintiff brought this action on behalf of himself and all other shareholders (except the defendants) against the defendants, the present directors of the company and the company, asking for a declaration that the above resolutions giving the directors power to increase capital and the proposed issue of £125,000 new shares were *ultra vires*. Eve, J., held that the company was acting within its powers in modifying its articles so as to give the board of directors power to increase the capital, and that the action must be dismissed. The plaintiff appealed.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and FARWELL, L.J.J.) allowed the appeal.

COZENS-HARDY, M.R.—This appeal raises two points, one of general importance, while the other is only important as affecting the construction of the articles of the particular company. The first point is this: the plaintiff commenced an action on behalf of himself and all other shareholders of the defendant company against the company and the directors, and he seeks to restrain an issue of a large number of shares which, he says, are not authorized to be issued by the defendant company or the directors at the present time. The respondents took the preliminary objection that the plaintiff was a party to the passing of the resolutions which authorized the increase of capital, and had himself taken shares issued under earlier resolutions, so that whatever other shareholders might do the plaintiff could not restrain the company from issuing these shares. In support of that proposition the case of *Towers v. African Tug Co.* (1904, 1 Ch. 558) was cited. *Towers v. African Tug Co.* was a case in which the directors had paid dividends out of capital, and the plaintiff sought, not an injunction or any remedy with reference to the future, but a personal order on the directors to refund to the assets of the company the amount wrongly abstracted from the capital. The company retorted by saying that the plaintiff had himself received dividends with knowledge of the facts, and by counterclaim they demanded that he should repay to the company the money wrongly received by him. That was an action in which, but for exceptional circumstances, the company would have been the proper and the only proper plaintiff. It is only in special circumstances that anybody but the company is allowed to take proceedings to sue a person who is liable to the company, whether in a fiduciary or in any other character, and it may be observed that in that case it was to the company that the plaintiff was ordered on the counterclaim to repay the money wrongly received by him. In a case of that peculiar kind it was said that a plaintiff who had with full knowledge received the dividends, and still had them in his pocket, was not a person who could be allowed to claim a remedy against the directors which *prima facie* could only be claimed by the company. So far as I am aware, that case has no application where what is sought is an injunction with reference to future dealings, and in my opinion it would be almost a shocking thing if a person who has with insufficient knowledge of the law, but in good faith, taken a step which he subsequently finds to be improper is debarred from saying to the court that what the company now proposes to do is illegal, and asking the court to restrain the proposed illegality. There is nothing in *Towers v. African Tug Co.* which has any bearing upon the rights of a plaintiff who is suing, not in a peculiar and irregular manner for the company, but in his own right as an individual shareholder, or which prevents the plaintiff from saying "Wrong may have been done in the past, but it shall not be done in the future." In my opinion there is nothing in the preliminary objection which prevents the court from considering the appeal brought before us. That raises the point of the construction of the articles of the defendant company, which is of no general importance, but is only important to the particular company. On the construction of article 59, I am of opinion that it extends to all new shares of any kind—ordinary shares as well as preferred and deferred shares—and it says that new shares

are to be issued on such terms as the company from time to time by resolution of a general meeting declare. If that be so, we must go back to article 53. It is a question of construction. I assume in favour of the respondents, without expressing any decided opinion, that the resolution of the directors to increase the capital was not *ultra vires*. I also assume, without expressing any view of my own on the point, that the second limb of article 53 means as the company acting by the board of directors direct. But assuming those two points in favour of the respondents, it only amounts to this, that the company by resolution of the directors may increase its capital by the creation of new shares; it does not give any power to issue the capital so created, and, as I read article 59, there is an express provision that any new shares must be issued on such terms as the company by resolution of a general meeting declare. The issue of shares is distinct from allotment; it so appears throughout the articles, and the distinction is well known to the general law. Therefore, assuming the power of the directors to create new shares, they have no power to issue them in the absence of a resolution by the company. The order of Eve, J., must be discharged and an injunction granted to restrain the directors from issuing any new shares in the defendant company.

FLETCHER MOULTON and FARWELL, L.J.J., also delivered judgments concurring in the judgment of the Master of the Rolls.—COUNSEL, *Buckmaster, K.C., and H. Greenwood; Upjohn, K.C., Jessel, K.C., and Holmes.* SOLICITORS, *Cohen & Cohen; Ingle, Holmes, Sons, & Pott.*

[Reported by J. I. STIRLING, Barrister-at-Law.]

## High Court—Chancery Division.

FORTE v. WILLIAMS. Joyce, J. 3rd and 4th Nov.

ESTATE DUTY—PROPERTY SUBJECT TO GENERAL POWER OF APPOINTMENT—POWER NOT EXERCISED—WILL—DIRECTION BY DONEE TO PAY HER "TESTAMENTARY EXPENSES"—PAYMENT AND RECOVERY OF DUTY BY EXECUTORS OF DONEE—FINANCE ACT, 1894 (57 & 58 VICT. c. 30), ss. 2 (1) (a), 6 (2), 9 (1).

*A donee of a general power of appointment by deed or will died without exercising the power. By her will she expressly declared that she did not desire to exercise it; and she directed her executors to pay her testamentary expenses. The executors of the donee paid estate duty on the unappointed fund, as by section 6 (2) of the Finance Act, 1894, they were bound to do.*

*Held, that the direction to pay testamentary expenses did not debar the executors from recovering the duty on the unappointed fund out of that fund.*

*Re Clemow, Yeo v. Clemow* (48 W. R. 541; 1900, 2 Ch. 182) explained.

By his will, dated the 13th of February, 1891, Henry McLauchlan Backler gave to his wife (*inter alia*) a general power of appointment by deed or will over his residuary real and personal estate. Mrs. Backler survived her husband, and made a will, dated the 19th of November, 1902, by which she exercised the power to a small extent, but expressly declared that she did not desire to exercise it fully. She also directed her executors to pay her funeral and testamentary expenses. On her death her executors paid estate duty, as they were bound to do under section 6 (2) of the Finance Act, 1894, both on her estate and on the whole of the fund which she had power to appoint; and they claimed that so far as it was paid on the unappointed fund it was, by section 9 of the Act, a charge on that fund and recoverable by them. The trustees of Mr. Backler's estate disputed this claim, and a writ was issued against them by the executors of Mrs. Backler. The defendants argued that under *Re Clemow, Yeo v. Clemow* (48 W. R. 541; 1900, 2 Ch. 182) and *Re Treasure, Wild v. Stanham* (48 W. R. 696; 1900, 2 Ch. 648) "testamentary expenses" must be held to include whatever must be paid in order to obtain probate of the will, which in this case included the estate duty in dispute; and they also raised a question of fact.

JOTCE, J., before deciding against the defendants on the question of fact, said: It is said that *Re Clemow* decides that the expression "testamentary expenses" includes estate duty in respect of personal property of which the deceased was competent to dispose at his death. In my opinion *Re Clemow* decides nothing of the kind. Here the testatrix, Mrs. Backler, had only to a very small and partial extent exercised the general power which she had. What I am asked to do is to say, treating that power as unexercised, that the expression "testamentary expenses," used by her in dealing with her own estate, includes the payment of duty on estate over which she had a general power of appointment, and which she expressly declined to appoint. As I said in the course of the argument, to my mind it is incredible that any testator or draftsman, using that expression, intended any such result to follow from the employment of such words. Whatever may be the extent of the operation of the provision when a testator has a general power and exercises it, it is a very different thing to say that "testamentary expenses," when the power is not exercised, includes and provides for the payment of duty in respect of the unappointed fund. In my opinion it would be wrong so to hold, and I do not hesitate to decide to the contrary. Further, if the defendants are right, in such a case as this duty would have to be paid out of the estate of the lady having power to appoint, whether she made a will or not, and whether, if she made a will, testamentary expenses were or were not mentioned in the will. The law provides for the payment

of testamentary expenses. I must declare that in my opinion this duty in respect of the fund, so far as it is unappointed, must be paid out of the unappointed fund.—COUNSEL, for the plaintiffs, *Hughes, K.C.*, and *Sheldon*; for the defendants, *Younger, K.C.*, and *Austen-Cartmell*. SOLICITORS, *E. G. & J. W. Chester*; *Bridgman, Willcocks, Cowland, Hill, & Bowman*.

[Reported by H. F. CHITTLE, Barrister-at-Law.]

**Re BELDAM'S PATENT. TURNER v. BELDAM.** Parker, J.  
24th and 31st Oct.

PROCEDURE—REVOCATION OF PATENT—APPEAL FROM DECISION OF COMPTROLLER—PERIOD WITHIN WHICH PETITION SHOULD BE PRESENTED—SPECIAL CIRCUMSTANCES—PATENTS AND DESIGNS ACT, 1907 (7 Ed. 7 c. 29), s. 26—R. S. C. LIII. (A), n. 4—JUDICATURE ACT, 1873 (36 & 37 VICT. c. 66), s. 100.

Ord. 53 (A), r. 4, provides that appeals to the court from the decision of the comptroller under sections 20, 26, and 27 of the Patents and Designs Act, 1907, shall be by way of petition presented to the court within one calendar month of the decision being given, or within such further time as the court may, under special circumstances, allow. This period is not affected by reason of the vacation coming within it. Dilatoriness of a petitioner's solicitors is not a special circumstance entitling the petitioner to an extension of time.

This was an application for the purpose of obtaining an extension of time in which to present a petition appealing from the decision of the comptroller, under section 26 of the Patents and Designs Act, 1907. Under Ord. 53 (A), r. 4, such a petition is to be presented within one calendar month, but the court may, under special circumstances, grant an enlargement of that period. In this case the comptroller's decision was made known on the 4th of August, and, shortly after that date, the applicant gave his solicitors instructions to appeal. These instructions were handed to the solicitors' managing clerk, who went away without carrying out the instructions, and his principals did not take any further steps in the matter. On behalf of the applicant it was argued that the period of vacation did not count in the calendar month in which the petition was to be presented, as ord. 64, r. 5, provided that the Long Vacation shall not be counted when computing any time allowed by the rules for amending, delivering, or filing any pleading, and that by section 100 of the Judicature Act, 1873, a pleading was so defined as to include a petition, but that if this were not the case there were special circumstances entitling the applicant to an extension of the period within which the petition ought to be presented.

PARKER, J., said that, in his opinion, the period of vacation did count in the one calendar month within which the appeal should be brought. Ord. 64, r. 5, provided that the Long Vacation should not be reckoned in the computation of the time appointed or allowed by the rules for amending, delivering, or filing any pleading, unless otherwise ordered or directed by a judge. The petition of appeal from the comptroller's decision was not an amendment, or delivery, or filing of anything whatever, and that being the case, it did not appear to be really relevant to refer to the fact that by section 100 of the Judicature Act, 1873, a pleading is so defined as to include a petition, more especially when one remembered that the first enacting part of the 100th section says it has reference only to the case if there is nothing in the subject matter or the context repugnant thereto. It appeared that this was an ordinary notice of appeal to be given within the time limited by the rules, and it would be wrong to hold that, having regard to ord. 64, r. 5, that time may be extended by any portion of time which may fall within the Long Vacation. In his lordship's opinion the reading of that rule did not include the petition of appeal under ord. 53 (A), r. 4, and, if it did include it, it would have no application in this particular case, because there is no directions in order 53 for amendment, delivery, or filing of the petition. It had been argued that there were special circumstances entitling the applicant to an extension of time under the rule. His lordship was of opinion that the dilatoriness of the applicant's solicitors was not a sufficient reason for granting an extension. In the present case he did not think any harm was done, as the petitioner could proceed under another section of the Act. (The application was therefore dismissed, with costs.—COUNSEL, *G. D. Leechman*; *W. M. Cann*. SOLICITORS, *G. S. Warmington & Edmonde*; *Burgess, Cozens, & Co.*)

[Reported by F. BRIGGS, Barrister-at-Law.]

**Re ABRAHAM'S, ABRAHAM'S v. BENDON.**  
Eve, J. 3rd Nov.

WILL—LEGACY—INTEREST—GIFT TO SON ON ATTAINING TWENTY-FIVE—INTEREST BY WAY OF MAINTENANCE—OTHER PROVISION FOR MAINTENANCE—CONVEYANCING AND LAW OF PROPERTY ACT, 1881 (44 & 45 VICT. c. 41), s. 43.

A testator bequeathed a legacy of £15,000 to each of his sons who attained the age of twenty-five years, and a further legacy of £15,000 to each of his sons who attained the age of thirty, and the testator also bequeathed a share of residue to each of his sons.  
Held, that the legacies did not carry interest.

Re *Moody* (1895, 1 Ch. 101) followed.

This was a summons taken out by the trustees of the will of the late Mr. Abraham, who left about £700,000, asking whether certain legacies bequeathed to his infant son on his attaining the respective ages of

twenty-five and thirty carried interest; and, if so, at what rate, from what date, and during what period such interest ought to be calculated. The testator died in September, 1909, and by his will bequeathed to each of his sons certain pecuniary legacies, and he bequeathed his residuary estate to trustees upon trust for his children, three-fourteenths to each of his sons, and two-fourteenths to each of his daughters. By a codicil to his will dated the 11th day of October, 1906, the testator revoked the pecuniary legacies given to his sons by the will, and bequeathed to each son of his who should be living at his death, and should attain the age of twenty-five, the sum of £15,000, and a further sum of £15,000 to each such son living at his death who should attain the age of thirty years. The testator left four daughters and two sons: Harry, who attained the age of twenty-five years in February, 1909, and Frank, who was born in September, 1896, and was therefore still an infant.

EVE, J.: The testator died in September, 1909, and by his will bequeathed to each of his sons certain pecuniary legacies, and he bequeathed his residuary estate to trustees upon trust for his children by name, three-fourteenths to each of his sons, and two-fourteenths to each of his daughters. By a codicil to his will, dated the 11th day of October, 1906, the testator revoked the pecuniary legacies given to his sons by the will, and bequeathed to each son of his who should be living at his death, and should attain, or should have attained, the age of twenty-five years, the sum of £15,000, and a further sum of £15,000 to each son living at his death who attained, or should have attained, the age of thirty years. The testator left two sons; one attained the age of twenty-five in February, 1909, and the other, Frank, was born in September, 1896, and was therefore still an infant. Now, the question arises whether the legacies of £15,000 and £15,000 bequeathed to Frank by the codicil on his attaining the respective ages of twenty-five and thirty carry interest, and, if so, from what date and during what period. The general rule is stated by James, L.J., in *Re George* (5 Ch. D. 837), as follows: "The rule of law is well established that a contingent legacy does not carry interest while it is in suspense, except in the case of a legacy by a parent, or one standing in loco parentis to the legatee."

The exception is also stated in *Re Bowdby*, *Bowdby v. Bowdby* (1904, 2 Ch. 685, 712), where it is said: "A contingent legacy given by a father to an infant child is an exception to the rule that interest is not payable until the contingency happens, and in such a case interest is payable from the testator's death until the happening of the contingency." So stated it would appear that the exception would extend to every case where the legacy is contingent on the child attaining twenty-one or any other contingency. But it is said that the contingency in the present case does not bring the case within the exception, inasmuch as the legacy is contingent on the son attaining twenty-five. The exception is subject to a further exception as stated by James, L.J., in *Re George*, where he says: "That exception is subject to another exception, that the rule giving interest to the child does not take effect when the testator has provided another fund for his maintenance, so that the income of the legacy is supposed not to be required for the purpose." It is said that even if the present case falls within the exception, it also falls within the exception to the exception referred to by James, L.J. But on this point I am bound by the decision of Kekewich, J., in *Re Moody* (1895, 1 Ch. 101), where a similar question arose, and where it was decided that a gift of residue among the testator's infant children, who also took contingent legacies, did not displace the rule that the legacies carried interest. If I were at liberty to decide the point, I confess I should not have come to the same conclusion. But no case has been cited in which that decision has been dissented from, and accordingly I hold in this case that the gift of residue does not create a state of things which brings it within the exception to the exception. It remains to be decided whether the present case falls within the first exception. It is clear from the cases that the exception had its origin in the desire of the court to give effect to the intention of the testator to provide for the maintenance of his children. But in all these cases the contingency has been twenty-one or marriage, and no case has been referred to where the contingency has been beyond full age. Ought I to hold that the exception extends beyond that age? I do not think I ought. If I were to do so, I should be introducing an element of doubt into the law. I hold, therefore, that the legacies do not carry interest. It has been suggested that until Frank attains twenty-one the legacies ought to carry interest; but I think the testator must be taken to have framed the bequest so as to keep the legacies outside the exception, and that I ought not to say that part of the bequest is within the exception and part not. I think it safer to hold that it is altogether outside the exception, and that in neither case is any interest payable.—COUNSEL, *Levett, K.C.*, and *Cozens-Hardy*; *C. J. Mathew*; *Webster*; *Hodge*. SOLICITORS, *S. B. Cohen & Dunn*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

**Re THE ROYAL LONDON MUTUAL ASSURANCE SOCIETY (LIM.).**  
Eve, J. 1st Nov.

FRIENDLY SOCIETY—CONVERSION INTO LIMITED COMPANY—ALTERATION OF MEMORANDUM—ENLARGING OBJECTS OF COMPANY—COMPANIES (CONVERTED SOCIETIES) ACT, 1910 (10 EDW. 7 & 1 GEO. 5), c. 23.

The court will in a proper case sanction the extension of the objects of a friendly society which has been converted into a limited company, though the business carried on by the society before conversion included insurance business.

This was a petition for the sanction of the court to alterations in the objects of the company. The company was formerly a friendly society,

and in July, 1908, converted itself into a limited company. By its memorandum of association its objects were defined to include the carrying on the business of insurance in all its branches. Subsequently it was held that a friendly society could not convert itself into a company with greater powers than it had as a society, and in *McGlade v. Royal London Mutual Insurance Society* (1910, 2 Ch. 169) it was doubted by the Court of Appeal whether the certificate of incorporation validated the conversion of a friendly society into a company with extended objects. The result was that the Companies (Converted Societies) Act, 1910, was passed, which restricts all future business of the company to that carried on by it when a friendly society. The petitioning company, being desirous of altering its objects, passed a special resolution altering its memorandum of association so as to include power (1) to insure sums payable on the death of children in the United Kingdom of any age subject to the provisions of section 13 of the Collecting Societies and Industrial Assurance Companies Act, 1896, and sections 62 to 67 and section 84 of the Friendly Societies Act, 1896, and (2) to issue policies in the United Kingdom as defined by section 36 of the Assurance Companies Act, 1909.

EVE, J.—I think I ought to sanction the alteration. I am satisfied that the alteration of the objects of the company will enable the company to carry on its business in a more efficient manner. I will therefore sanction the addition to the memorandum of association of the clauses of the resolution. The order will be on the petition as asked, but subject to the production of an affidavit shewing that the advertisements were inserted in newspapers circulating in all the counties where the company is carrying on business.—COUNSEL, P. O. Lawrence, K.C., and Gordon Brown; Clayton, K.C., and Marten. SOLICITORS, Kingsley, Wood, & Co.; C. J. Smith & Hudson.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

## High Court—King's Bench Division.

BIDDELL v. CLEMENS. Hamilton, J. 27th Oct.

SALE OF GOODS—C.I.F. CONTRACT—PAYMENT—NET CASH—RIGHT OF INSPECTION—SALE OF GOODS ACT, 1893 (56 & 57 VICT. c. 71), ss. 28, 32 AND 34.

Payment under a c.i.f. contract must be made on the tender of the documents, and not necessarily after the goods have arrived at their final destination.

On the 13th of October, 1904, the defendants entered into an agreement with Messrs. C. Vaux & Sons (Limited) by which the defendants agreed to sell to Messrs. Vaux 100 bales, equal to or better than choice brewing Pacific Coast hops of each of the crops of the years 1905 to 1912 inclusive. The hops were to be shipped to Sunderland, and the buyers agreed to pay for the said hops at the rate of 90s. sterling per 112 lbs., c.i.f. to London, Liverpool, or Hull. Terms, net cash. It was agreed that the contract was to be severable as to each bale, and the agreement contained a clause that "the sellers may consider entire unfulfilled portion of this contract violated by the buyers in case of refusal by them to pay for any hops delivered and accepted hereunder, or if this contract, or any part of it is otherwise violated by the buyers. Time of shipment to place of delivery, or delivery at place of delivery, during the months inclusive of October to March following the harvest of each year's crop." On the 21st of December, 1904, the defendants entered into an agreement with Messrs. C. Vaux & Sons (Limited) whereby they agreed to sell them fifty bales of British Columbian hops, equal to or better than choice brewing Pacific Coast hops, of each of the crops of the years 1906 to 1912 inclusive, the material terms of which were identical with the earlier contract. On the 11th of August, 1908, Messrs. Vaux assigned to the plaintiffs all their rights and benefits under the said agreements. On the 29th of January, 1910, the defendants agreed to ship to the plaintiffs 150 bales of the 1909 crop of the contract quality, but the plaintiffs required the defendants as a condition precedent to the shipment to submit samples of the hops, and payment would be made against the examination of each bale. The defendants refused to further perform the agreements, and the plaintiffs brought the present action, claiming £737 10s. damages. It was contended, on behalf of the plaintiffs, that the price was not to be paid until they had had a reasonable opportunity of examining the bales on their arrival in this country. It was submitted, on behalf of the defendants, that payment was to be made on tender of the shipping documents.

HAMILTON, J., in the course of his judgment, said that in his opinion the words "Terms net cash" meant in themselves, in the absence of any evidence of a trade custom, that no credit would be given, and no deduction by rebate or otherwise would be allowed, and not that the words were in addition to the express contract to pay. It was necessary to look primarily at the contract to pay, and the words c.i.f. did not carry that contract any further. It appeared to be well settled that a seller under a c.i.f. contract had, first, to arrange to put on board at the port of shipment goods of the description contained in the contract; secondly, to arrange for a contract of affreightment, so that the goods should be delivered to the buyer; to arrange for the insurance of the goods, and make out an invoice; and, finally, to tender to the buyer these documents, so that the buyer might know

what freight he had to pay, and to enable him to recover the insurance from the underwriters if the goods were lost. These seemed to constitute the terms of the agreement, that the delivery of the goods was to be at the port of shipment, conditional upon the goods being found to be in conformity with the contract, and the property in the goods then passed to the buyer, so as to throw the risk with regard to them on to the buyer. It, therefore, seemed to him that the tender of the documents was what completed the delivery of the goods, and that, therefore, the buyer must be ready and willing to pay the price of the goods against the tender of the bill of lading and the policy of insurance, and that, in this case, was before the goods arrived. It was contended that the rights given to the buyer by section 34 of the Sale of Goods Act, 1893, prevented this, and prevented it being a delivery unless the seller afforded the buyer a reasonable opportunity of examining the goods to see whether they were in conformity to the contract. He thought it was well settled that whether a contract was in c.i.f. form or not, the buyer had a right to examine the goods, and to reject them if not in accordance with the contract. He could not infer in a c.i.f. contract that the buyer was not afforded a reasonable opportunity of examining the goods until their arrival in this country, though he had no opportunity of seeing the goods before their arrival. Possession must be deemed to have been given to the buyer within section 28 of the Sale of Goods Act when the goods were put on board and the documents of title tendered to the buyer, and the other terms of the contract did not alter the conclusion at which he had arrived. The result was that the plaintiffs' claim failed, and there would be judgment for the defendants.—COUNSEL, Leslie Scott, K.C., and Eustace Hills; Atkin, K.C., and George Wallace. SOLICITORS, Nicholson, Graham & Jones; Parker, Garrett & Co.

[Reported by LEONARD G. THOMAS, Barrister-at-Law.]

THE KING v. BROS, ESQ., METROPOLITAN POLICE AND OTHERS.  
Ex parte HARDY. Div. Court. 28th Oct.

MAGISTRATE—DEPOSITION OUT OF COURT—DUTY TO TAKE—INDICTABLE OFFENCES ACT, 1848 (11 and 12 VICT. c. 42), s. 17—RUSSELL GURNEY'S ACT, 1867 (30 & 31 VICT. c. 35), s. 6.

While it is the primary duty of a magistrate to take the deposition of anyone who can give useful evidence in a particular matter, it may not be always practicable or permissible to do so. In the exercise of his discretion as to whether it is practicable, which must be judicially exercised, the magistrate must not allow himself to distinguish between the gravity of offences, but, in every indictable offence where it is practicable, must attend and take the deposition required.

This was a rule directed to Mr. Bros, a metropolitan police magistrate, requiring him to show cause why he should not take the evidence of one Hardy at the witness's residence, in accordance with section 17 of the Indictable Offences Act, 1848, or section 6 of Russell Gurney's Act (Criminal Law Amendment Act), 1867. The deposition so desired to be taken was required to be used upon the hearing of an information preferred by Hardy against certain other persons charged with offences under the Assurance Companies Act, 1909. In an affidavit filed by the learned magistrate it was stated that "an application was made by counsel under Russell Gurney's Act for me to take the deposition of . . . Hardy, said to be dangerously ill. As the depositions were being taken before the court under the Indictable Offences Act, 1848, I was of opinion that that was the proper procedure in this case. I refused therefore to take a deposition under Russell Gurney's Act, 1867, upon the authority of *Reg. v. Katz* (64 J. P. 307). No application has yet been made for me to take the deposition under section 17 of the Indictable Offences Act, 1848. It is practicable and permissible to take the deposition under the Indictable Offences Act, 1848, but the question for the court is whether it is expedient. It is unusual for the court to take a deposition outside the court house except in the case of murder or, perhaps, manslaughter, and I have never known it done in the case of misdemeanour. Information was laid and summonses issued under section 24 of the Assurance Companies Act, 1909, which makes it a misdemeanour to falsify a balance-sheet. If the case had been dealt with under the Summary Jurisdiction Acts it would have been heard, tried, and determined in open court (42 & 43 VICT. c. 49), s. 20. Now applications to a magistrate to go out and take depositions are made only by a superior officer of police in serious charges. It would be a new departure to allow private prosecutions to take a magistrate away from his court whenever an important witness in an indictable misdemeanour was certified to be dangerously ill." It was contended in support of the rule that application had been made to the magistrate on three occasions and under both Acts. Hardy was the principal witness, and was in a dangerous condition. Under section 17 of the Indictable Offences Act, 1848, the learned magistrate had no discretion, for when it was proved that the witness was too ill to attend the court the magistrate was bound to go and take his depositions at his own residence.

DARLING, J., in giving judgment, said that there was an obligation imposed on a magistrate by section 17 of the Indictable Offences Act, 1848, to take the depositions of all persons under these circumstances. Upon a charge of an indictable offence the duty was a primary one. But section 6 of Russell Gurney's Act, 1867, provided that if in any case it should not be practicable or permissible to take the deposition of a sick person in accordance with section 17 of the Indictable Offences Act, 1848, then any justice of the peace should be able to take the

deposition, and not only the justice before whom the accused was appearing. Although it was a primary duty of a magistrate to take the deposition of any one who could give useful evidence, it might not be always practicable to do so. It was obvious that to call upon a magistrate to suddenly leave work upon which he was engaged might be neither practicable nor permissible. But it was open for the magistrate to point out that resort might be made to some other magistrate. It was suggested that it was unusual to take a deposition outside the court house except in cases of murder or manslaughter. There was no such limitation in the words of section 17 of the Indictable Offences Act, 1848. It was further alleged that it would be a new departure to allow private prosecutors to take a magistrate away from his court to take a deposition, and that such application should only be made by a superior officer of police. It might be a new departure, but a magistrate was not obliged to go unless he thought it practicable. Where practicable a magistrate must go in every case of an indictable offence. Whether it was or was not practicable was a question for his own decision, but the decision must be exercised judicially.

PICKFORD, J., in giving judgment, said that where it was practicable for a magistrate to go and take a deposition he ought not to consider whether it was expedient. Any other decision would be disastrous, for Russell Gurney's Act, 1867, only allowed another magistrate to act when it was not practicable for the particular justice to go to whom application had first been made. If it came to a matter of mere expediency the deposition might never be taken at all.

COLERIDGE, J., concurred. The rule was discharged, no order as to costs being made.—COUNSEL, for the defendants, *Lycester*; in support of the rule, *Leslie Scott, K.C.*, and *A. P. Poley*. SOLICITORS, *Hargrave, Son, & Barrett*; *Blacknecoe & Co.*

[Reported by *GERALD DODSON, Barrister-at-Law.*]

## Probate, Divorce, and Admiralty Division.

**WEST v. WEST.** *Bargrave Deane, J.* 3rd Nov.

RESTITUTION SUIT—WIFE'S PETITION—JUSTIFICATION BY HUSBAND—ALLEGED DESERTION BY WIFE—INSUFFICIENT ANSWER.

*It is not a sufficient answer by a husband to a suit for restitution of conjugal rights that his wife had left the home for a less period than two years, had neglected her children, and that the respondent's health had suffered in consequence of her conduct.*

Suit for restitution of conjugal rights by wife. The petitioner pleaded that she was married to the respondent on the 14th of August, 1905, that he had refused and still refused to live and cohabit with her, and to render her conjugal rights. The respondent by his answer admitted that he had refused as alleged by the petitioner, but pleaded that he had good reason for so doing. He alleged that on or about the 16th of October, 1908, the petitioner had deserted him, taking his child with her, and refused to return to him, or allow the child to return to him, that after the birth of the second child in November, 1908, the petitioner, without his knowledge, accepted a theatrical engagement, and left the elder child with her parents, and boarded out the infant child, while she herself went away to fulfil the said engagement, and that by reason of the premises his health broke down, and he was obliged to take a sea voyage. Finally, he pleaded that the petitioner had not instituted the proceedings *bona fide*, but solely in order to further harass and annoy and to extort money from him. The petitioner, in her reply, denied the respondent's allegations. It appeared that the petitioner had expressed her intention of returning home in December, 1909. At the close of counsel's opening speech on behalf of the respondent, counsel for the petitioner submitted that even if the case of the respondent was proved as opened, it would be no answer in law to the petition. It was in October, 1908, that the petitioner left her husband, and in December, 1909, she was willing to return, accordingly no desertion was established. Moreover, there was no plea that the respondent's health would be likely to suffer if cohabitation was resumed. Counsel for the respondent asked leave to amend his answer, if necessary, to allege that cohabitation would tend to endanger the respondent's health, and submitted that the petitioner's whole conduct entitled the respondent to refuse her request to resume cohabitation.

BARGRAVE DEANE, J., said that, even if amended, the respondent's plea was not a sufficient answer to a suit for a restitution of conjugal rights. The conduct of the petitioner had been blameworthy, and she had behaved in a bad way. But, as far as could be seen, the petitioner wished to put an end to the unpleasantness between her husband and herself. If she repeated her conduct and presented another suit for restitution she would have no such defence, because the law did not contemplate a wife going away as she pleased and treating her children as she had done. However, she ought to have an opportunity of shewing her regret for what she had done, and there being no answer to the petition, she was entitled to a decree for restitution of conjugal rights with costs.—COUNSEL, *Barnard, K.C.*, and *Bayford*; *Hume-Williams, K.C.*, and *Willock*. SOLICITORS, *Page & Scorer*, for *R. A. White & Son*, *Grantham*; *Meredith, Mills & Clerk*.

[Reported by *DIOBY COTTE-FREEDY, Barrister-at-Law.*]

## Bankruptcy Cases.

**Re BAGLEY.** C.A. No. 2. 28th Oct.

BANKRUPTCY—DEED OF ARRANGEMENT—VALIDITY OF REGISTRATION—DEFECT IN ATTESTATION OF OATH TO AFFIDAVIT—BANKRUPTCY NOTICE—BANKRUPTCY OF JUDGMENT CREDITOR—LEAVE TO TRUSTEE TO ISSUE EXECUTION—DEEDS OF ARRANGEMENT ACT, 1887 (50 & 51 VICT. c. 57), ss. 5, 6—COMMISSIONERS FOR OATHS ACT, 1889 (52 VICT. c. 10), s. 1, SUB-SECTIONS 2, 3—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 45—BANKRUPTCY ACT, 1890 (51 & 52 VICT. c. 71), s. 1—RULES OF THE SUPREME COURT, XVII. 4, XXXVIII. 16, XLII. 23.

Where the affidavits required to be sworn by a debtor upon the registration of a deed of arrangement have been sworn before a commissioner for oaths who is a solicitor to the trustee under the deed, the registration and the deed are thereby invalidated. Where a judgment creditor has become bankrupt the trustee in his bankruptcy can issue a bankruptcy founded on the judgment, provided that he obtain leave to issue execution thereon, under ord. 42, r. 23, and need not be made a party to the action in which the judgment was obtained under ord. 17, r. 4.

Appeal from a receiving order made by Mr. Registrar Giffard. In May, 1909, one Gibson obtained judgment against the debtor Bagley, and in June of the same year Mappin & Webb obtained judgment against Gibson for a larger sum than £550. In July, 1909, Mappin & Webb obtained a garnishee order nisi on the judgment obtained by Gibson against Bagley, which was made absolute in January, 1910. In February, 1910, Mappin & Webb obtained a receiving order against Gibson on their judgment; he was adjudicated bankrupt, and the Official Receiver became trustee in the bankruptcy. Meanwhile, in October, 1909, Bagley had executed a deed of arrangement to which Gibson did not assent, but after he became bankrupt the official receiver assented to it. In May, 1910, the official receiver assigned the judgment debt of £550, but no notice of such assignment was given to Bagley. On the 7th of June the official receiver obtained leave to issue execution on Gibson's judgment against Bagley. On the 9th of June he issued a bankruptcy notice, and on the 21st of June the official receiver and the assignee of the judgment debt presented a petition against Bagley, upon which a receiving order was made, against which the debtor appealed. Counsel for the appellant contended that no bankruptcy notice could be served while the garnishee order remained undischarged, and that the official receiver, having assented to the deed of arrangement, could not obtain a receiving order. Further, that he ought to have applied to be made a party to the action of *Gibson v. Bagley* before applying for leave to issue execution. Counsel for the respondent contended that the garnishee order ceased to be operative upon Gibson becoming bankrupt, and that the deed of arrangement was void, because Bagley had sworn the affidavit required on registration of the deed before a commissioner for oaths, who was solicitor to the trustee under the deed, contrary to sub-section 3 of section 1 of the Commissioners for Oaths Act, 1889, which forbids a commissioner to take any affidavit "in any proceeding in which he is solicitor to any of the parties to the proceeding."

COZENS-HARDY, M.R., held that the garnishee order ceased to be operative upon the bankruptcy of Gibson, execution or attachment thereon not having been completed by that date. He also held that the deed of arrangement was a nullity. By the Commissioners for Oaths Act, 1889, s. 1, sub-section 3, a commissioner was precluded from taking an affidavit "in any proceeding in which he is solicitor to any of the parties to the proceeding." "Proceeding" there did not merely mean litigious proceeding, but applied to all the matters in the previous sub-section of the Act, which empowered commissioners to take affidavits *inter alia* in matters relating to the registration of any instrument. The affidavit was also bad under ord. 23, r. 16, which provides that an affidavit shall be insufficient if sworn before the solicitor acting for the party on whose behalf the affidavit is to be used. As the affidavit was insufficient if followed that the deed, which could not be duly registered without the affidavit, must also be void. In *Baker v. Ambrose* (1896, 2 Q. B. 372) the court came to a similar decision where the affidavit of execution of a bill of sale had been sworn before the solicitor to the grantee. As to the contention that the official receiver ought to have applied to be made a party to the action of *Gibson v. Bagley*, under ord. 17, r. 4, before applying for leave to issue execution under ord. 42, r. 23, the court did not agree with the dictum of Wright, J., to that effect in *Re Clements* (1901, 1 K. B. 260), but preferred the dictum of Cotton, L.J., in *Re Woodall*, to the effect that all that was necessary in such a case was to obtain leave to issue execution.

FLETCHER MOULTON and FARWELL, L.J.J., concurred. Appeal dismissed.—COUNSEL, *Atkin, K.C.*, and *Tindale Davis*; *Hansell* and *Rankin*. SOLICITORS, *J. T. Goddard*; *C. T. Nicholls*.

[Reported by *P. M. FRANCES, Barrister-at-Law.*]

**Re A DEBTOR.** No. 692, of 1910. C.A., No. 2. 28th Oct.

BANKRUPTCY—APPEAL—TIME FOR BRINGING APPEAL—SPECIAL CIRCUMSTANCES FOR EXTENSION OF TIME—BANKRUPTCY RULES, 1886-1890, R. 130.

A mistake of law made by the appellant's solicitors does not con-

stitute special circumstances entitling the appellant to an extension of time for bringing his appeal.

In this case notice of appeal had been served within twenty-one days from the making of the order appealed from, but the appellant's solicitors, not being aware of the decision in *Re Taylor* (1909, 1 K. B. 103) had not entered the appeal nor paid the deposit for security for costs within the twenty-one days. The appellants applied to the Court of Appeal to grant an extension of time, on the ground that there were special circumstances under which the court had power to extend the time.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and FARWELL, L.J.J.) dismissed the application, holding that a mistake made as to the law by the legal advisers of the appellants did not constitute such special circumstances as to entitle them to an extension of time.—COUNSEL, *Tindale Davis*; F. Mellor. SOLICITORS, W. Norris & Co.; Ashley, Tee & Sons.

[Reported by P. M. FRANKIE, Barrister-at-Law.]

## Solicitors' Cases.

*Re A SOLICITOR, Ex parte THE LAW SOCIETY.* Darling, Pickford, and Lord Coleridge, L.J.J. 22nd Oct.

SOLICITORS—LUMP SUM PAID BY CLIENT TO SOLICITOR FOR CONDUCT OF PROCEEDINGS—COUNSEL EMPLOYED BY SOLICITOR—FEES MARKED ON BRIEF—FAILURE BY SOLICITOR TO PAY COUNSEL—PROFESSIONAL MISCONDUCT.

A client agreed with a solicitor to conduct legal proceedings on his behalf for the lump sum of £70. On the 12th of November, 1907, counsel was instructed to appear in the matter, and his brief was marked three guineas and one guinea. The client paid the solicitor £50 on the 19th of April, 1907, and the remaining £20 on the 15th of November, 1907. The barrister's clerk applied on a number of occasions for the payment of the fees marked on the brief, but on the 1st of May, 1910, the fees had not been paid. The matter having been brought before the Law Society by the Bar Council, the solicitor on the 25th of May, 1910, paid the fees in full, stating in a letter by the solicitor to the Bar Council that he had distinguished the case from one in which a payment had been received from a client on account of counsel's fees, or where the fees had been set out in a bill of costs, and the bill paid, and also pleading poverty. It appeared that the matter in respect of which the lump sum had been paid was an action in the High Court, in which the client was a party.

Held, that the solicitor had committed professional misconduct within the meaning of the Solicitors Act, 1883, and the order was made that the solicitor should pay the costs of the inquiry before the Law Society, and of the application to the court.

This was a solicitor's case. The facts appear from the head-note and from the judgment of Darling, J. (*infra*). The findings of the committee were that "the respondent having, in his capacity of a solicitor of the Supreme Court, instructed counsel to appear in court on behalf of one of his clients, and having delivered to such counsel who appeared accordingly a brief marked with certain fees, failed to pay those fees until after he had been served with notice of the present application, although he had more than two years previously (as he himself admitted) received from his client the agreed amount of his costs and disbursements in the matter, and although application had frequently been made to him meanwhile for payment," and upon those findings, and upon the facts appearing in the report, they reported that the solicitor had been guilty of professional misconduct within the meaning of the Solicitors Act, 1883.

DARLING, J.—In this case it appears that a solicitor was paid a sum of £70 by a client to conduct certain proceedings on his behalf in litigation. He made terms with the client that no bill was to be rendered, and that he would do the whole thing for £70. It was necessary to employ counsel, and the solicitor employed Mr. X., a barrister. He marked Mr. X.'s brief with a fee of £3 3s. and £1 1s., and the litigation was undertaken and concluded. The solicitor did not pay Mr. X. for over two years, at the end of which time Mr. X., whose clerk had applied for the fees several times, laid the matter before the General Council of the Bar, and the solicitor who represents them wrote to this solicitor, whose case is now before us, giving him notice that an application had been made to the Law Society, dated the 9th of May, 1910, alleging professional misconduct on the part of the solicitor. My learned brother, Coleridge, reminds me, Mr. X. did not lodge any application till he had been told by the client himself that the client had actually paid the money to the solicitor. This notice was given to the solicitor on the 21st of May, and on the 25th of May he wrote a letter containing an excuse to this effect; that he had been paid a lump sum, that he had not been told by the client that any particular part of the lump sum was for counsel; that he always intended to pay the counsel, but that he indefinitely postponed it, and that really he might have got the thing done by some counsel for nothing at all, or gratuitously, if he had chosen to do so. Speaking for myself, I do not think it is in the interests of clients that solicitors should be encouraged to go to counsel who would do the thing gratuitously. They are not likely to get quite the pick of the profession. But the solicitor did not do that. He went to a counsel of standing, and marked the brief with a fee indicating that he regarded £4 4s. of this £70 as applicable to counsel. On the 25th of May the solicitor paid Mr. X.'s

fees in full. The notice having been given, his conduct was investigated by the Law Society, and it was reported to us that in their opinion the solicitor was guilty of professional misconduct. We take the same view. He received £70 to pay, among other things, counsel's fees. He has not paid them, but indefinitely postponed paying them. His excuse is that, knowing very well he would be interfered with at once, and punished by this court, if the client had given him £4 4s., and said: "That is for counsel's fees; pay that for counsel's fees"; yet, as he took the sum which was to include counsel's fees, and marked the brief indicating he had allotted £4 4s. fees for counsel, and then did not pay them, he does not think he has committed professional misconduct. We think he has. He has, however, made what reparation he can, and paid the money, and given us an excuse that this professional misconduct was due, not to wickedness, but to poverty. There is no evidence that it was not so, and we accept that. All that remains, therefore, is to deal with professional misconduct greatly to the prejudice of those who instruct solicitors, not of counsel, because if he was not going to pay the counsel he would have taken that much less money from the client—that is, if he was going to get it done for nothing. We think that, under the circumstances, the justice of the matter will be met by ordering that the respondent—the solicitor—do pay the costs of this inquiry and the application to this court.

PICKFORD and LORD COLERIDGE, J.J., agreed.—COUNSEL, for the Society, *Tyrrell Paine*; for the solicitor, *Given*. SOLICITOR, S. P. B. Bucknill.

The following extract is given from the solicitor's letter referred to (*supra*):—"My remuneration being a lump sum, no bill of costs was delivered by me, nor have I in any other way made any representation to [the client] as to counsel's fees. Had I employed a friend at the bar who would have acted gratuitously—(the client) had no right to ask for a reduction. I do not by this mean to suggest that Mr. X. should go without his fees, which it has always been my intention to pay, but I am afraid that in my own mind I did distinguish it from a case in which a payment has been received from a client on account of counsel's fees, or where the fees had been set out in a bill of costs and the bill paid, and I allowed the matter to stand indefinitely until, when the crucial time came, I could only ask for indulgence. It is the fact, though I fear irrelevant, that I have suffered very heavily through the frauds of a man named —, and that I have with much pain been extricating myself, everything running adversely. I trust I may be spared as much expense as possible, for in such a case the infliction of costs is much more than punishment—it intensifies the very malady for enduring which I am to be punished."

[Reported by C. G. MORAN, Barrister-at-Law.]

## Societies.

### The Solicitors' Benevolent Society.

The usual monthly meeting of the board of directors of this association was held at the Law Society's Hall, Chancery-lane, London, on the 9th inst., Mr. Maurice A. Tweedie in the chair. The other directors present were:—Messrs. W. C. Blandy (Reading), S. P. B. Bucknill, W. Cheesman (Hastings), A. Davenport, Thos. Dixon (Chelmsford), H. Fulton (Salisbury), W. E. Gillett, Chas. Goddard, J. Roger, B. Gregory, S. Harris (Leicester), H. J. Johnson, J. F. N. Lawrence, C. G. May, A. C. Peake (Leeds), W. A. Sharpe, R. S. Taylor, and W. M. Walters. A sum of £705 was distributed in grants of relief, fifteen new members were admitted, and other general business was transacted.

### The Bristol Incorporated Law Society.

The following are extracts from the report of the Council to the fortieth annual meeting:—

**Legal Education.**—The council are pleased to be able to report a continuance of satisfactory work in regard to this matter, and that a grant of £150 from the Law Society has again been allotted for this purpose in Bristol. Since the last report fifteen courses of lectures have been given, as follows:—Three on Equity, three on Common Law, and three on Roman Law, for senior students, by Mr. A. M. Wilshe, barrister-at-law; and six by Mr. C. Alan Chilton, for senior and junior students, on the following subjects: The Social Economy of the Realm, Practice and Evidence, Real Property, Personal Property, Real Property and Crimes, the Preparation of Documents, and Ecclesiastical Law. The total number of students entering for these lectures was twenty-five, being a decrease of eight as compared with the entries for the year preceding. During the year seventeen articled clerks from Bristol passed the examinations of the Law Society, of whom eight passed the intermediate examination and nine the final examination. Of the latter two obtained second-class honours.

**Royal Commission on Divorce and Matrimonial Causes.**—During the past year the council received a communication from the secretary of this commission asking them to consider the question of giving jurisdiction to local courts in these matters, and the procedure in such courts; the question of separation orders, their extent and effect and the amendments, if any, which should be made in respect thereof;

also the question of publication of reports of divorce and matrimonial causes and of amendments in the law relating to such causes. In response to this inquiry the council reported in favour of conferring such jurisdiction upon certain selected county courts with special districts assigned for the purpose, with a right of audience for solicitors in such courts, and a procedure similar to that in the High Court; also that the granting of separation orders should remain with the magistrates as at present, that there should be a limited right only to the publication of the reports of divorce and matrimonial cases, and no difference between husband and wife as to the causes for which divorce can be obtained. One of the members of this council, Mr. H. R. Wansbrough, gave evidence before the commission on the foregoing matters.

*Visit of the Law Society.*—It is hoped that this visit, which was held in Bristol from Monday, the 26th September, to Thursday, the 29th, will rank among the most successful of recent years. Thanks are due to your president, Mr. C. E. Barry, to the Reception Committee and their honorary secretaries, Messrs. W. C. H. Cross and F. J. Press, for the trouble and time given by them in making the arrangements, in which they were ably seconded by the librarian, Mr. J. J. Thomas, and his assistant, whose courtesy to all should not pass without mention. Your president was also instrumental in obtaining thirty-three new members of the Law Society.

*Deaths of Members.*—The council much regret to have to report the death during the year of Mr. James Inskip, a former member of this council, by which the legal profession at large, and this city in particular, has lost one of its ablest members; also the death, at the ripe age of eighty-three years, of Mr. John Miller, a past president of this society. In their report for 1908, on Mr. Miller's retirement from practice, the council gave expression to the respect and esteem in which he was held by his brother solicitors. They also regret the decease of Mr. H. F. Lawes, formerly a solicitor and a member of this council, and subsequently a member of the bar.

## Law Students' Journal.

### Law Students' Societies.

**LAW STUDENTS' DEBATING SOCIETY.**—Nov. 8.—Chairman, Mr. G. Leslie Waters.—The subject for debate was: "That the case of *Thirlwall v. G.N. Railway Company* (1910, 2 K. B. 509) was wrongly decided." Mr. L. J. Lacey opened in the affirmative; Mr. V. S. Jones seconded in the affirmative; Mr. T. B. Jones opened in the negative; Mr. C. G. Batley seconded in the negative. The following members continued the debate: Messrs. Shearn, Burgis, Meyer, and Thomas. The motion was lost by six votes.

**PLYMOUTH, STONEHOUSE AND DEVONPORT LAW STUDENTS' SOCIETY.**—Nov. 3.—The president (Mr. R. J. Fittall, town clerk, Devonport) in the chair.—Mr. J. Woolland moved: "That this House is in favour of the payment of members of Parliament." He was supported by Mr. Basil H. France, Mr. Norman J. Bickle opening in the negative. Mr. F. S. Murray supported him, and other members spoke. Mr. Woolland having replied, the Chairman gave a lengthy summing-up, in which he brought together the *pros* and *cons* as impartially as possible, but on the motion being put to the meeting it was lost by a majority of four votes.

## Municipal Corporations and Municipal Government.

MR. EDMUND J. TAYLOR (Bristol), at the recent meeting of the Law Society at Bristol, read a paper on this subject, in concluding which he said that the rapid growth of the local indebtedness illustrates the energy that has been infused into local government for the promotion of the betterment and the welfare of the ordinary citizens, and not only in this direction but also in the commercial activity in the acquirement of the large industrial undertakings, and which is recognised under the heading of municipal trading. From the latest published statistics (1905-6) the total local indebtedness for England and Wales was £482,984,000, of which no less than £255,244,000 represented the debt incurred on trade undertakings. The total indebtedness in 1884-5 was £173,206,000, and the proportion of that sum for trade undertakings was £78,805,000. There are various methods of procedure by which corporations may borrow money: (a) By sanctions of the Local Government Board granted under the general Acts, (b) by provisional order, and (c) by private Acts of Parliament. When a local authority applies to the Local Government Board for sanction to borrow money for a specific purpose a local inquiry is as a general rule held by one of their inspectors, and the ratepayers have an opportunity of raising any questions or lodging any protests if they are not in agreement with the works to be carried out. Sanctions to borrow are only given for what is technically known as permanent works, provided that the works are of a nature authorized to be carried out by the general Act. When the sanction is granted by the Local Government Board, they fix a term of years wherein the loan has to be repaid. Powers obtained by provisional order are usually granted by the Local Government Board to put in force the compulsory powers of the Lands Clauses

Acts, the repeal, alteration, or amendment of local Acts, the confirmation of improvement schemes under Part I. of the Housing of the Working Classes Act, 1890, and also by the Board of Trade in respect of gas and water schemes. Provisional orders have to be confirmed by both Houses of Parliament before coming into operation, and they may be either amended or rejected by them. Municipalities in carrying out extensive works of a special nature, or acquiring commercial undertakings in which it is necessary to obtain a special or private Act of Parliament, usually insert a clause giving them power to raise loans to carry out the work. Municipal corporations have power to raise money by various methods—viz., mortgages, debentures, and stock under the general Acts, and annuities and bills under private Acts. In connection with the large authorities the more popular form of raising loans is by the creation and issuing of stock. Until the passing of the Public Health Amendment Act, 1890, the power of issuing stock was confined to those authorities who had obtained private Acts of Parliament to create the same. The Public Health Amendment Act of 1890 made the privilege a general one, and it is provided therein that before an authority can issue stock it must obtain the consent of the Local Government Board. In some instances municipalities prefer to raise their moneys on mortgage for a period of years when the money market has not been found favourable for the issue of stocks, whilst some authorities have found it very convenient to tide over their financial requirements by the issue of bills. When the loans have once been raised, the machinery is at once set in motion for their redemption. In the case of mortgages, repayment may take the form of an annual instalment of principal covering the period of the sanction, or the authority may elect to create a sinking fund which will be sufficient to redeem the debt at the end of the period sanctioned for the loan. Local authorities are compelled to make exhaustive returns of all loans raised, repayments made, and sinking funds accumulated and invested to the Local Government Board each year for their examination in order that they may verify that the requirements of the law in respect thereof have been carried out. It is rather an anomaly that municipal corporation stocks of towns with a population of 50,000 and upwards should be included in the list of trustee investments, whilst the mortgages of the same authorities are excluded. There is no doubt that the extension of the Trustee Act which included colonial stocks seriously affected the marketable value of municipal stocks of this country, and has had a tendency to considerably depreciate the price in the raising of new loans. In the regulations of the Local Government Board, municipal corporations have power to apply accumulations of their redemption funds in a further issue of new stock, and this is of great assistance to local authorities when the money market shows there is no great demand for investments in corporation securities. It must be admitted that finance is at present the weakest point in municipal Government, whilst the Acts relating to the imperial subventions are so complicated that it would be of great advantage if a consolidation Act relating to municipal finance were passed. It has been previously stated that since the time when the 1888 Act came into operation the expenditure under the various heads for which the grants have been made has increased out of proportion to the Imperial grants fixed by the 1888 Act. The result is that the burden on local rates becomes greater each year, and the general ratepayer is complaining that many of the local services that Parliament require local authorities to undertake, and for which they have to provide the greater part of the funds, are really national services carried out in the interests of the community at large, or quasi-national services carried out more in the interests of the community than of any particular locality, and accordingly the expenses of such services ought to be wholly defrayed or defrayed to a larger extent than they now are other than from local sources. The Majority Report of the Local Taxation Commissioners appointed to inquire into the subject of local taxation recommended that supplementary revenues amounting to upwards of £2,500,000 a year should be paid over to local authorities. It is certain that many of the services rendered by local authorities are of a more or less national character, such as: The maintenance of the police force, poor relief, asylums for pauper lunatics, criminal prosecutions, the administration of the Public Health Acts with regard to diseases and sanitary officers' salaries, the carrying out of the Diseases of Animals Acts, main roads, education. These practically are State services locally performed, and, as such, the cost of them should be borne by the State out of State funds. Until Parliament recognize these services as being of a national character and are prepared to make further substantial grants in aid to local authorities in respect of them, it is useless to expect that the burden of a municipal ratepayer will be lightened or relieved to any appreciable extent. But the matter has not been lost sight of; the question of pressing for increased grants is under the consideration of the Association of Municipal Corporations, and it is hoped that the combined representations of that body and of the London County Council and the County Councils Association will result in the Government consenting to treat local authorities in a more just and generous manner.

The unusual procedure of holding a court in a private house has, says the *Evening Standard*, been taken by Mr. Bros, the Clerkenwell magistrate. On account of the age and infirmity of a necessary witness in a case, Mr. Bros transferred the court to the witness's house in Addison-road. In a room at the house were assembled magistrate, clerk, solicitors, and counsel on both sides, usher and Press representatives. Evidence was given, and the witness was cross-examined,

## Legal News.

### Appointments.

Mr. HENRY DAWES BONSEY, barrister-at-law, has been appointed Recorder of Bedford.

Mr. JOHN DIXON, barrister-at-law, has been elected a Bencher of the Honourable Society of Lincoln's Inn in succession to the late Mr. Justice Walton.

Mr. STANLEY OWEN BUCKMASTER, K.C., M.A., has been appointed Standing Counsel to the University of Oxford, in the room of Sir John Simon, who has resigned this position on his appointment as Solicitor-General.

Mr. A. G. HERBERT, M.A., LL.M., solicitor, of the firm of W. H. & A. G. Herbert, 10 Cork-street, Bond-street, W., has been appointed a Commissioner for Oaths, also a Commissioner to take Affidavits for New Zealand, all the provinces of India and Canada, four of the States of Australia, and all the South African Colonies.

### Changes in Partnerships.

#### Dissolutions.

WILLIAM GOUGH ALLEN and JOHN DARBY, solicitors (Colebourn, Allen, & Darby), Wolverhampton. July, 22.

[Gazette, Nov. 4.]

#### General.

It is stated that Sir Edward Fry on the 4th inst. entered on his eighty-fourth year.

It is announced that Mr. John Waller Hills, M.P., solicitor, has been appointed a director of the Midland Railway Company in succession to Mr. John Corrie Carter, resigned.

Messrs. Waterlow and Sons, Limited, send us a copy of their "Solicitors' Diary, Almanac, and Legal Directory" for 1911, being the 67th year of publication. It contains an enormous amount of information and an excellent diary.

It is stated that Judge Steavenson was taken ill on Tuesday while hearing an arbitration case in the Carlisle County Court, in which the Speaker was plaintiff. His Honour was removed to a nursing home, and the Court was adjourned.

The *Times*, quoting from its issue of 100 years ago, gives the following account of the discovery of the remains of Judge Jeffries: "The workmen employed to repair the church of St. Mary, Aldermanbury, discovered a few days since the remains of the notorious Chancellor Jeffries. A large flat stone was removed near the communion-table, and in a vault underneath the men found a leaden coffin, containing the body. The coffin did not appear to have suffered much decay. It was closed, and a plate remained on it, inscribed with the name of Chancellor Jeffries. His son and daughter are also buried in the same vault. After the legal murders at Taunton, which Jeffries managed with so much address, he returned to London, and to avoid the popular fury excited by his infamous conduct, disguised himself in the habit of a foreign sailor, with intention to escape to Hamburg; but being discovered as he was looking out of a window in a house at Wapping, where he had concealed himself, he was seized by the mob, and almost killed. He was finally lodged in the Tower by the populace, in order that he might be brought to justice, but he died soon after, in consequence of the blows and bruises he had received. He had previously resided in Aldermanbury, and his body was privately interred by his family. The coffin was not opened; and after public curiosity had been gratified, it was replaced in the vault, and the stone fastened over it."

Judge John H. Miller, of Birmingham, Alabama, tells, says the *Central Law Journal*, the following anecdote of one of that interesting branch of the administration of law known as the justice of the peace:—"A certain rural justice," says Judge Miller, "had heard a great deal of the manner of Judge Henry A. Sharpe on the bench of the city of Birmingham, and resolved to come to town and witness his trial methods. It happened that on the day the justice visited the court Judge Sharpe was trying a non-jury case. The apparent ease with which the judge announced his rulings on points of law and procedure while he sat back comfortably in his chair with his head resting on one hand delighted the country justice immensely. At the close of argument by the attorneys, Judge Sharpe announced that he would take the case under advisement and announce his decision next Monday. The justice came down from the court thoroughly delighted with Judge Sharpe's wisdom and methods. He returned home with his head full of new ideas for the conduct of his own court. A few weeks later he had a case of considerable local importance. It was fought out with zeal by the opposing attorneys. During the introduction of evidence and the argument of attorneys the justice imitated Judge Sharpe as far as was possible, even resting his head on his hand in an easy, indifferent manner. At the close of the argument he said: 'Gentlemen, I will take this case under advisement and next Monday I will announce my decision in favour of the plaintiff.'"

The printing and publishing offices of the *London Gazette* were transferred on Tuesday from the premises of Messrs. T. and J. W. Harrison, in St. Martin's Lane, to those of Messrs. Wyman, in Fetter Lane. The appearance of the *Gazette* is said to be improved, but we do not hear anything about a reduction of the charges for advertisements.

We understand that the will of the late Mr. Lewis Rendell, of 9, Bedford-row, W.C., solicitor, has now been proved by the executors, Mr. Arthur Stephen Rendell, of Newton Abbot, brother, and Mr. Alfred Curtis Bird, of 9, Bedford-row, partner of the deceased, the net value of the estate being sworn at £95,246 13s. After a legacy to the other executor, the residue of the estate is left to the testator's said brother.

It is stated, says the *Times*, that the South Court in the City is shortly to be demolished and a new building erected in its place. The Court is mentioned in the "Pickwick Papers" as that in which the trial of *Bardwell v. Pickwick* took place. The City Summons Court holds its meetings there principally for the hearing of summonses against street hawkers, omnibus men, and cabmen for causing obstruction in the streets.

The common law doctrine as to light and air is rejected by the Supreme Court of North Carolina in *Barger v. Barringer*, says the *American Law Review*. In the United States the exception of prescription as to ancient lights or air is not allowed, the English rule as to ancient lights never having been accepted in this country. Hence in the absence of a contract, express or implied, no action can be maintained by a property owner against another for cutting off his view or interfering with the light or air which passes over his land, and a man may build on his own land as he pleases, even though he may obstruct his neighbour's view. And the motive is immaterial. But the North Carolina court holds that an action will lie for the malicious construction of a high fence near the division line between the plaintiff's and defendant's property, the effect of which is to cut off the plaintiff's light, air, and view. The court does not rest its decision on precedent, as that is all the other way, but invokes a "higher" law. Two judges—relying upon the refuted adjudications on the subject, of which the books are full—dissent.

The point decided in *Robb v. Watson* (1910, 1 Ir. R. 243) appears, says the *Law Magazine and Review*, to have been hitherto not covered by any direct authority. A husband insures his life for the benefit of his wife, by a policy expressed to be made under the provisions of sect. 10 of the Married Women's Property Act, 1870, which is nearly identical with sect. 11 of the Act of 1882. Has he, during his wife's life, any legal interest in the policy moneys? In the present case such a policy was effected by a husband in 1882. In 1901, his wife being still alive and the policy in force, he assigned to a trustee for the benefit of his creditors (*inter alia*) all his personal estate of every kind, present or future, certain or contingent. The wife died intestate in 1907, and the husband took out administration to her. A contest then arose as to whether the policy moneys were captured by the assignment, or passed to him by virtue of his marital right. Rose, J., held that the husband had, even during the wife's lifetime, and subject to the trust in her favour, an interest capable of assignment. It had been contended on behalf of the husband that during the wife's life he had a mere *spes successionis*. The decision suggests some difficulties. The wife here died intestate; but if she had made a will, could she not have disposed of these policy moneys? Suppose she had creditors; could they not have claimed that the policy moneys were assets for the payment of her debts? If the present decision is right, apparently both these questions must be answered in the negative.

ROYAL NAVAL COLLEGE, OSBORNE.—For information relating to the entry of Cadets, Parents and Guardians should write for "How to Become a Naval Officer" (with an introduction by Admiral the Hon. Sir E. R. Fremantle, G.C.B., C.M.G.), containing an illustrated description of life at the Royal Naval Colleges at Osborne and Dartmouth.—Gieve, Matthews, & Seagrove, 65, South Molton-street, Brook-street, London, W.—[ADVT.]

## Court Papers.

### Supreme Court of Judicature.

#### ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT NO. 2.	Mr. Justice JYCE.	Mr. Justice SWINER EADY
Monday, Nov. 14	Mr Real	Mr Borrer	Mr Goldschmidt	Mr Leach
Tuesday ..... 15	Greswell	Beal	Synge	Borrer
Wednesday ..... 16	Goldschmidt	Greswell	Church	Beal
Thursday ..... 17	Synge	Goldschmidt	Theod	Greswell
Friday ..... 18	Church	Synge	Bloxam	Goldschmidt
Saturday ..... 19	Theod	Church	Farmer	Synge

Date.	Mr. Justice WASHINGTON.	Mr. Justice NEVILLE.	Mr. Justice PARKER.	Mr. Justice EYS.
Monday, Nov. 14	Mr Theod	Mr Greswell	Mr Church	Mr Farmer
Tuesday ..... 15	Bloxam	Goldschmidt	Theod	Leach
Wednesday ..... 16	Farmer	Synge	Bloxam	Borrer
Thursday ..... 17	Leach	Church	Farmer	Beal
Friday ..... 18	Borrer	Theod	Leach	Greswell
Saturday ..... 19	Real	Bloxam	Borrer	Goldschmidt

## Winding-up Notices.

London Gazette.—FRIDAY, NOV. 4.  
JOINT STOCK COMPANIES.

**BEVAN & CO, LTD.—Creditors** are required, on or before Nov 22, to send their names and addresses, and the particulars of their debts or claims, to William Leach Jackson, May bids, North John st, Liverpool, liquidator.  
**CAMDEN BREWERY CO, LTD.—Ptn** for winding up, presented Nov 2, directed to be heard Nov 15 Chandler, New st, Lincoln's inn, for Stead & Stead, Long Melford. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 14.  
**CAMDEN BREWERY CO, LTD.—Ptn** for winding up, presented Oct 31, directed to be heard Nov 15 Nash & Co, Queen st, solers for the ptners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 14.  
**DELAG, LTD.—Ptn** for winding up, presented Oct 28, directed to be heard at the County Court House, Manor F.W. Bradford, Nov 22, at 10 Wilson & Maude, Bradford, for Morley & Co, Gresham House, Old Broad st, solers for the ptners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 21.  
**F. G. ALDRIDGE, LTD (IN VOLUNTARY LIQUIDATION)—Creditors** are required, on or before Nov 21, to send their names and addresses, and the particulars of their debts or claims, to Edward Manning Kerr, 9, St James st, Sheffield, liquidator.  
**PEYCOCK, LTD.—Ptn** for winding up, presented Oct 31, directed to be heard before Neville, J., on Nov 15 3 Bart & Hopton, Finsbury pavement, solers for ptners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 16.

London Gazette.—TUESDAY, NOV. 8.  
JOINT STOCK COMPANIES.  
LIMITED IN CHANCERY.

**KEENE'S MILK PRODUCTS CO, LTD (IN LIQUIDATION)—Creditors** are required, on or before Dec 20, to send their names and addresses, and the particulars of their debts or claims, to Charles Jeremy Ford, 14, Frederick's pl. Old Jewry, liquidator.  
**HOLLY BARK TREAT CO, LTD.—Creditors** are required, on or before Dec 17, to send their names and addresses, and the particulars of their debts or claims, to Basil Elliot Wenham, 37, Waterloo st, Birmingham, liquidator.  
**MALAY CONCURRENCE, LTD.—Creditors** are required, on or before Dec 5, to send their names and addresses, and the particulars of their debts or claims, to Andrew Wood, 695, Salisbury house, London, liquidator.  
**H. A. JENNIES & CO, LTD.—Ptn** for winding up, presented Oct 25, directed to be heard at the Guildhall, Carmarthen, Nov 17, at 10, Ash, Laurence Pountney hill, for Jennings, liquidator, solers for the ptners. Notice of appearing must reach one of the above-named not later than 6 o'clock in the afternoon of Nov 10.  
**SAILING SHIP "SWANHILDA" CO, LTD.—Creditors** are required, on or before Dec 1, to send their names and addresses, and the particulars of their debts or claims, to William Lewis, 10, Fenchurch st, liquidator.  
**TELEGRAPH AND TELEPHONE INSTRUMENTS, LTD (IN VOLUNTARY LIQUIDATION)—Creditors** are required, on or before Nov 23, to send their names and addresses, and the particulars of their debts and claims, to Alfred Baker and James Henry Webb, 25, Victoria st, London, solers for the liquidators.  
**TOLEY & CO, LTD.—Creditors** are required, on or before Nov 29, to send their names and addresses, and the particulars of their debts or claims, to Arthur G. Adams, 102, Chismore row, Birmingham. Bailron & Co, Birmingham, solers for the liquidator.  
**WALTER LUCAS & SONS, LTD.—Creditors** are required, on or before Dec 9, to send their names and addresses, and the particulars of their debts or claims, to Gilbert Paul Norton, of Armistage & Norton, Station sq, Huddersfield. Bertwistle, Bary, solers for the liquidator.

## Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, NOV. 4.

**WHEEL CLUB SYNDICATE, LTD.**  
**ALFRED H. KEMP, LTD.**  
**CANADIAN INDUSTRIAL CO, LTD.**  
**OSWALD, LTD.**  
**TABBY GATE MANUFACTURING CO, LTD.**  
**BARNESLEY AND DISTRICT FRUIT AND POTATO MERCHANTS ASSOCIATION, LTD.**  
**ARTHUR FRANCIS, LTD.**  
**BLACKPOOL PROPERTY AND INVESTMENT CO, LTD.**  
**KIWANAN SYNDICATE, LTD.**  
**NEW BATH HOTEL CO, LTD.**  
**LA COMPAGNIE ENCADAVILLE ARGENTINA, LTD.**  
**MIDGLEY'S ELECTRO-THERAPEUTICAL CO, LTD.**  
**MENNER PRINTING CO, LTD (RECONSTRUCTION).**  
**LONDON AND COUNTY ELECTRIC THEATRES, LTD.**  
**KNOWLES, FOWLER-HALLITT, & CO, LTD.**  
**F. C. GEORGE, LTD.**

London Gazette.—TUESDAY, NOV. 8.

**DAIMLER MOTOR CO (1894), LTD (RECONSTRUCTION).**  
**BRITISH AUSTRALASIAN, LTD.**  
**AGENCY, LAND AND FINANCE CO OF AUSTRALIA, LTD.**  
**STRATH BYRNE PLANTATION CO, LTD.**  
**TELEGRAPH AND TELEPHONE INSTRUMENTS, LTD.**  
**BRASILIAN METALLURGICAL SYNDICATE, LTD.**  
**MARRISON & SINGLETON, LTD.**  
**ABERDARE NORTHERN UNION FOOTBALL CLUB, LTD.**  
**BRITISH INDUSTRIAL TRUST, LTD.**  
**PROVINCIAL INDUSTRIAL SOCIETY, LTD.**  
**WILLIAM WRIGHT & SONS, LTD.**  
**HIRAN HARTLEY & CO, LTD.**  
**C. O. FISON, LTD.**  
**LOHNSON AND BRIGHTON WALL PAPER CO, LTD.**  
**HARRISON STAR CONSOLIDATED, LTD.**  
**NORTH CUMBRIAN BUILDERS' SUPPLY, LTD.**  
**SCHROEDER AND KEMLE SYNDICATE, LTD.**  
**STANLEY STEAMSHIP CO, LTD.**  
**BARNOW & CO, LTD.**  
**BORAX PROPRIETARY, LTD.**  
**MELITA CIGARETTES AND TOBACCO CO, LTD.**  
**PAINTER & CO, LTD.**

## The Property Mart.

Forthcoming Auction Sales.

Nov. 10.—Messrs. EDWIN FOX, SOFFIELD, BURNETT, & BARNLEY, at the Mart, at 2: Business Premises and Ground Rent (see advertisement, page 47, Oct. 29, and back page, Nov. 4).  
Nov. 10.—Mr. FRANK W. FIELD, at the Mart: Freehold Investments (see advertisement, back page, Nov. 8).  
Nov. 17.—Messrs. BARBON & CO., at the Mart, at 2: Freehold and Leasehold Investments (see advertisement, page 47, Oct. 29).  
Nov. 17.—Messrs. H. E. FORTES & CRAWFORD, at the Mart, at 2: Reversions, Shares, &c. (see advertisement, back page, this week).  
Nov. 25.—Messrs. RYNDOL & BARN, at the Mart, at 2: Freehold and Leasehold Properties, Investments, Business Premises, &c. (see advertisement, page 47, this week).  
Nov. 24 and 25.—Messrs. BRIMON & SONS, at the Mart: Freehold Ground Rents and Residences (see advertisement, page 47, this week).  
Dec. 6.—Messrs. HARTFORD & SONS, at the Mart: Residential Flat Property (see advertisement, page 47, this week).

## Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, NOV. 4.

**ABBOTT, ELLEN, Vanner rd, Sydenham** Nov 20. Romain, Bishopsgate Without.  
**ABBOTT, JOHN CHARLES, Farnborough, Hants** Dec 5. Fairfoot & Co, Clement's inn.  
**BAILEY, ELEANOR, Croydon** Dec 3. Morris, Croydon.  
**BARNES, CECILIA, Parkstone, Dorset** Dec 20. Collyer-Bristow & Co, Bedford row.  
**BRAHAM, WILLIAM THOMPSON, Hulme, Manchester, Watchmaker** Dec 16. Bullock & Co, Manchester.  
**BURTON, JAMES, Goldsmith row, Hackney rd, Miscellaneous Dealer** Nov 30. Crossfield & Co Hackney rd.  
**CARNELL, ELIZA, Mansfield, Notts** Dec 16. Alcock, Mansfield.  
**CLARKE, SAMUEL JOHN, Newbold upon Avon, Warwick, Farmer** Dec 2. Wratlaw & Thompson, Rugby.  
**COPE, ROY FREDERICK LORANCE, Sunderland** Dec 5. Cope & Co, Queen Anne's chmbrs, Westminster.  
**DAVIDSON, JAMES ALEXANDER, Wells next the Sea, Norfolk, Wine Merchant** Nov 23. Loyd & Son, Wells, Norfolk.  
**DEAN, HENRY, Rosary gls, South Kensington** Dec 6. Dunkerton & Son, Bedford row.  
**DEANE, MARY Buckland st Mary, Somerset** Nov 14. Walter, Ilminster.  
**DONNISON, CUTHBERT WISHIP, Heaton, Newcastle upon Tyne** Dec 16. Ingledew & Fenwick, Newcastle upon Tyne.  
**EVANS, THOMAS, Penarddwyfan, Carmarthen, Carpenter** Dec 17. Thomas, Aberdare.  
**FINDA, ADOLPH, New Union st, Merchant** Dec 9. Tiddeman & Kniveton, Moor-gate st.  
**GODWIN, HENRY, Hereford, Tile Manufacturer** Dec 3. Wallis, Hereford.  
**HARDWENT, ARTHUR FROST, Clacton on sea** Dec 3. Aldis, King st.  
**HELVART, CHARLES VINCENT HAWKES, Fitzminster, Somerset** Nov 30. Batten, Yeovil.  
**HIGHFIELD, MARTHA, Weaverham, Chester** Dec 1. Davies & Co, Warrington.  
**HINDLE, MARGARET, Prestwich** Dec 9. Sampson & Price, Manchester.  
**HUNT, ROY RICHARD WILLIAM TREK, Prestwich, Hereford** Dec 1. Green & Nixon, Prestwich.  
**KENT, JOHN WILLIAM, St Mellons, Monmouth, Farmer** Dec 5. Pethybridge, Cardiff.  
**KERRHAY, JAMES HENRY, Kensington court** Dec 10. Drake & Co, Road in Lyon.  
**CHARLES EDWARD, Farnham Royal, Bucks** Dec 1. Hallows & Carter, Bedford row.  
**LYON, WILFRED HENRIETTA, Farnham Royal, Bucks** Dec 1. Hallows & Carter, Bedford row.  
**MURRAY, CHARLES WILLIAM, Wimpole st** Dec 5. Lanfair & Co, Cannon st.  
**MURRAY, CAPT HENRY BOYLES, Bina gls, South Kensington** Dec 30. Wilde & Co, College hill.  
**NIGHTINGALE, FLORENCE, South st, Park la** Dec 15. Janson & Co, College hill.  
**ORMEROD, ARTHUR HOYLE, Raistrick, York, Silk spinner** Jan 1. Ayrton, Brighouse.  
**PETRIE, SMILEY JANE, Valey, Hants** Dec 5. Norton & Co, Old Broad st.  
**PHILLIPS, FRANCES MARY, Royle, Flint** Dec 19. Stewart & Chalker, Wakefield.  
**PRITCHARD, ANNIE, Somerleyton rd, Brixton** Nov 28. Rubinstein & Co, Raymond bldgs.  
**RICHARDS, ANN, Bolton** Dec 1. Balshaw, Bolton.  
**RICHARDS, EDMUND, Canon Pyon, Hereford** Dec 10. Lynde & Branthwaite, Manchester.  
**ROYLE, THOMAS, Eccles** Dec 6. Bowden, Manchester.  
**SALMON, JOHN, Prestwich, Manchester, Shirt Cutter** Dec 14. Schofield & Co, Manchester.  
**SHERWOOD, JULIA CROSSIER, Park mans, Knightsbridge** Dec 2. Box, Gt James st.  
**SHUTE, WILLIAM GORDON, Bournemouth** Nov 30. Moring & Co, Bournemouth.  
**SMITH, ROBERT, Durham** Dec 3. Watson & Smith, Durham.  
**STUTTER, ARTHUR MARK, Kinsale rd, Peckham Rye** Nov 17. Hardisty & Co, Gt Marlborough st.  
**WAGNER, JOHN, Malvern, Victoria, Australia** Nov 17. Flegg & Son, Laurence Pountney hill.  
**WATSON, GEORGE THOMAS, Gt Yarmouth** Nov 30. Barton & Son, Gt Yarmouth.  
**WEDDER, HENRY, Ickenham, nr Uxbridge, Farmer** Dec 7. Parker & Son, High Wycombe.  
**WELLS, WILLIAM HENRY, Ashton upon Mersey, Chester, Woollen Merchant** Dec 1. Leigh & Co, Manchester.  
**WHITELAM, RICHARD, Fulham rd, LERP** Nov 20. Barber & Son, St Swithin's in Wilkin'son, Charles Thomas, DD, Plymouth Dec 2. Shelley & Johns, Plymouth.  
**WILSON, ROBERT, Arkwright rd, Hampstead** Dec 10. Bidde & Co, Aldersbury.  
**WINS, GEORGE, Manchester** Dec 1. Sharratt & Saxton, Manchester.  
**WOODHOUSE, ELIZA, Sparkhill, Worcester** Dec 14. A & W H Green, Birmingham.

London Gazette.—TUESDAY, NOV. 8.

**BAILLY, ELIZABETH, Heyford av, Lambeth** Jan 7. Sydney, Renfrew rd, Lambeth.  
**BARNET, ROBERT GEORGE, Weston at Upper Norwood, Grosgrocer** Dec 10. Martin & Nicholson, Queen st.  
**BATHURST, the Venerable FREDERICK, Archdeacon of Bedford, Courtland ter, Kensington** Dec 3. Hores & Co, Lincoln's inn fields.  
**BROTHMAN, MARY ANN, Leeds** Dec 10. Bulmer & Co, Leeds.  
**BRIGGS, JOHN JAMES, Kingsland rd** Dec 5. Micklam & Hollingworth, Graham st.  
**BUCKLEY, MARY ANN MARIA, Ashton under Lyne** Dec 16. Hamer, Ashton under Lyne.  
**CAPPER, THOMAS, Holgate** Dec 31. Mott & Son, Bedford row.  
**DAVIES, MARY ANN, Southsea, Hants** Dec 1. Bransdon & Childs, Portsmouth.  
**DEST, ANTHONY, Morcombe, Lancashire** Dec 10. Townsend, Barrow in Furness.  
**DOWLING, HERBERT SAMUEL, East Grinstead, Sussex** Dec. Rutler & Rutler, Winchester.  
**FAIRWEATHER, WILLIAM, Manchester, Manufacturer** Dec 30. Addleshaw & Co, Manchester.  
**FIELD, ELIZA, Carlisle pl, Victoria** at Dec 10. Huntley & Son, Bank chmbrs, Tooley st.  
**GALE, JOHN, Evering rd, Clapton, Licensed Victualler** Dec 20. Chester & Co, Bedford row.  
**GILLIS, JOHN, South Cramlington, Northumberland** Dec 17. Watson & Co, Newcastle upon Tyne.  
**GODFREY, HENRY, Heavitree, Devon** Dec 10. J & P Pope, Exeter.  
**GRAFTON, CHARLES HARDMAN, Cavendish rd, St John's Wood, Barrister** Dec 22. Lawrence & Co, New sq.  
**GREENWAY, SARAH, Edgbaston, Birmingham** Nov 30. Foster & Co, Birmingham.  
**GRIFFITHS, CLARA, Heath Town, Safford** Dec 14. Strick & Co, Wolverhampton.  
**HAWKINS, HARRIETT, Burnham on Crouch, Essex** Dec 3. Downie & Gasban, Alton, Hants.  
**HEDGOS, MARY JANE, Sidcup, Kent** Dec 6. A F & R W Tweedie, Lincoln's inn fields.  
**HOLLAND, CHARLES, Wyke Regis, Dorset** Dec 13. Andrews & Co, Weymouth.  
**HOPKINS, ALFRED, Wootton Pinnings, Bedford, Farmer** Dec 3. Farr, Bedford.  
**HUTCHINSON, THOMAS, Vanbrugh pk, Blackheath** Nov 30. Hamp, Southampton st, Bloomsbury sq.  
**JACKSON, RICHARD, Sunderland** Dec 1. Storey & Sons, Sunderland.  
**JONES, EDWARD ANWIL, Cavenham, Suffolk** Dec 23. Greene & Greene, Bury St Edmunds.  
**JONES, NATHANIEL ABOR, Wootton Pinnings, Bedford, Farmer** Dec 3. Farr, Bedford.  
**JORDAN, JOHN, Whalley Range, Manchester** Dec 3. Shippy & Jordan, Manchester.  
**LETT, JOHN AUGUST, Hatrow rd, Undertaker** Dec 31. Gasquet & Co, Mincing in.  
**LOCKE, Colonel WILLIAM HUSE NORMAN, Queen's Gate gls** Dec 4. Metcalfe & Co, New sq, Lincoln's inn.  
**MCDERMOTT, WILLIAM HENRY, Clarendon ct, Malda Vale** Dec 5. Burton & Co, Surrey st.  
**MARSHALL, SARAH, Burgess Hill, Sussex** Dec 16. Hardwick, Brighton.  
**NEAL, FRANCES ANNE, Waverne, Liverpool** Nov 22. Lucas & Walster, York.  
**NICOL, ELIZABETH, Bathaston, Somerset** Dec 15. Newton & Co, Finsbury sq.

OATES, WILLIAM THOMAS, Reading Dec 5 Weedon & Payne, Reading  
 PEEL, Capt JOHN FLOYD, Connaught sq, Hyde Park Dec 10 Freshfields, Old Jewry  
 PROTHIERE, THOMAS, Blaina, Mon. Provision Merchant Dec 3 Thomas, Cardiff  
 PYRAM, WILLIAM KING, New Wortley, Leeds Dec 3 Scott, Leeds  
 RAMBOR, JOHN, Eldale, nr West Woodburn, Northumberland, Farmer Dec 9  
 Richardson & Elder, Newcastle upon Tyne

SHERWOOD, JOSEPH ARTHUR, Liverpool, Cotton Broker Dec 15 Cleaver & Co, Liverpool  
 WADHAM, GEORGE, Essex st, Strand, Solicitor Dec 10 Guscombe & Co, Essex st, Strand  
 WELCH, ANN, Newcastle on Tyne Dec 13 Clark, Newcastle on Tyne  
 WHITE, ARTHUR EDWARD, Central Market, Smithfield, Provision Dealer Dec 5 White  
 & Leonard Bank bldg, Ludgate circus  
 WOOLLEY, THOMAS, Gee Cross, Chester Dec 3 J & F Hibbert, Hyde

## Bankruptcy Notices.

London Gazette.—FRIDAY, Nov. 4.

### RECEIVING ORDERS.

ABRAHAM, JOHN LYON, King st, Hammettsmith, House  
 Furnisher High Court Pet Aug 25 Ord Nov 1  
 ADAMS, TREVOR G, Water in High Court Pet Sept 17  
 Ord Nov 1  
 BOOT, STANLEY LEONARD, New Malden, Surrey, Warehouse  
 Clerk Kingston, Surrey Pet Nov 2 Ord Nov 2  
 BRADSHAW, ATHA, Leeds, Insurance Agent Leeds Pet  
 Oct 31 Ord Oct 31  
 BROWN, CAROLINE, Tenby, Fruiterer Pembroke Dock  
 Pet Oct 31 Ord Oct 31  
 BUTCHER, ERNEST, Finsbury, Rochester Rochester Pet  
 Oct 31 Ord Oct 31  
 CARILL, WILLIAM EDWARD, Reading, Bookseller Reading  
 Pet Oct 31 Ord Oct 31  
 CHAPMAN, ROBERT, Buxton, Wheelwright Stockport Pet  
 Nov 2 Ord Nov 2  
 CHISHOLM, DUNCAN CHARLES HEIGHAM, Kemsey, Worcester  
 Worcester Pet Oct 31 Ord Oct 31  
 CHURCH, JOSEPH JAMES, Torquay, Builder Exeter Pet  
 Oct 31 Ord Oct 31  
 COOK, FREDERICK JAMES, Maidstone, Coal Merchant  
 Maidstone Pet Oct 31 Ord Oct 31  
 COOPER, ELON, Harrow rd, Butcher High Court Pet Nov 1  
 Ord Nov 1  
 CURSTON, JACOB, Accrington, Congregational Minister  
 Blackburn Pet Oct 29 Ord Oct 29  
 DAY, ALFRED RHODES, Wakefield, Estate Agent Wakefield  
 Pet Oct 29 Ord Oct 29  
 DEWATER, JOHN ROBERT, Stretford, Builder Salford  
 Pet Nov 1 Ord Nov 1  
 F. J. WILLIAM HENRY, Victoria st, Accountant High Court  
 Pet July 7 Ord Oct 28  
 FRANK, MARY, Oldham Oldham Pet Oct 30 Ord  
 Oct 31  
 FRANK, MARY ELLEN, Hertford, Coachbuilder Hertford  
 Pet Aug 5 Ord Sept 12  
 GREEN, ELIZABETH MARGARET, Hove Brighton Pet Sept  
 30 Ord Oct 31  
 GROVE, ARTHUR, Harrogate, Tailor's Assistant York Pet  
 Oct 31 Ord Oct 31  
 HOWLETT, FRED, Norwich Norwich Pet Nov 1 Ord  
 Nov 1  
 HUTCHINGS, FRANK, Camelford, Cornwall, Saddler Truro  
 Pet Nov 2 Ord Nov 2  
 KERR, WILLIAM ANTHONY, Bradford, Newsagent Brad-  
 ford Pet Oct 31 Ord Oct 31  
 KNOTT, JOSEPH WILLIAM, Sheffield, Fruiterer Sheffield  
 Pet Oct 31 Ord Oct 31  
 KRAMER and KOFFMAN, Middlesex st, General Merchant  
 High Court Pet Oct 11 Ord Nov 2  
 LYTTON, W. E. FORD, Manufacturer's Agent High  
 Court Pet Oct 11 Ord Nov 2  
 MCCANDLISH, JOHN ALEXANDER, Piccadilly, Club Secretary  
 High Court Pet Sept 8 Ord Nov 2  
 MILLER, H. W., Richmond High Court Pet Oct 10 Ord  
 Nov 2  
 MORAG, ARCHIBALD BROOKING, Trowbridge, Wilts,  
 Monumental Mason Bath Pet Nov 2 Ord Nov 2  
 PARKHOUSE, WILLIAM, Port Tennant, Swansea, Milk Seller  
 Swansea Pet Oct 31 Ord Oct 31  
 ROBERTS, GEORGE, Kingswinford, Stafford, Grocer Stour-  
 bridge Pet Nov 1 Ord Nov 1  
 SANDERS, FRANK COLIN SWANSEA, Paignton, Devon,  
 Actor Plymouth Pet Oct 31 Ord Oct 31  
 SHARP, EMMA MARIA, Bedford, Draper Bedford Pet Nov  
 1 Ord Nov 1  
 SHILLITO, THOMAS, West Ardley, York Dewsbury Pet  
 Oct 31 Ord Oct 31  
 SODGEY, HARRY, Wyke, Bradford, Rubber Manufacturer  
 Bradford Pet Nov 1 Ord Nov 1  
 WATSON, JOHN HENRY, Cinderford, Glos, Grocer Gloucester  
 Pet Oct 20 Ord Nov 2  
 WATSON, HARRIETT, Wisbech St Peter Cambridge, Fish  
 Dealer King's Lynn Pet Oct 31 Ord Oct 31

WEAVER, DAVID, Ludlow, Salop, Fellmonger Leominster  
 Pet Nov 1 Ord Nov 1  
 WHAFFLES, HENRY, Coventry, Draper Coventry Pet Nov  
 2 Ord Nov 2  
 WILLIAMS, ARTHUR RYAN, Bargoed, Milk Vendor Merthyr  
 Tydfil Pet Oct 31 Ord Oct 31  
 WILSON & Co, J. G. Penarth, Coal Exporters Cardiff Pet  
 Oct 14 Ord Nov 1  
 Amended notice substituted for that published in the  
 London Gazette of Oct 14:  
 ELIAS, OTTO, Portsmouth Portsmouth Pet Sept 22 Ord  
 Sept 22  
 FITT, ERNEST CHARLES, Portsmouth Portsmouth Pet  
 Sept 22 Ord Oct 10

### FIRST MEETINGS.

ABRAHAM, JACK LYON, King st, Hammettsmith, House  
 Furnisher Nov 15 at 12 Bankruptcy bldg, Carey st  
 ARSTALL, JOSEPH HENRY, Standish, Lancaster, Painter  
 Nov 15 at 1.30 Court house, Crawford st, Wigan  
 AUSTIN, TREVOR G, Water in Nov 15 at 12.30 Bank-  
 ruptcy bldg, Carey st  
 BRADSHAW, ATHA, Leeds, Insurance Agent Nov 14 at 11  
 Off Rec, 74, Pond st, Leeds  
 BRETT, HENRY HENRY, LENO, Sheringham, Norfolk,  
 Medical Instrument Dealer Nov 12 at 12 Off Rec,  
 8, King st, Norwich  
 BUTCHER, ERNEST, Finsbury, Rochester Nov 14 at 3.15  
 115, High st, Rochester  
 CHURCH, JOSEPH JAMES, Torquay, Builder Nov 16 at 4.15  
 Queen's Hotel, Torquay  
 COOK, FREDERICK JAMES, Maidstone, Coal Merchant Nov  
 16 at 11 2, King st, Maidstone  
 COOPER, ELON, Harrow rd, Butcher Nov 15 at 11.30 Bank  
 ruptcy bldg, Carey st  
 CORRETT, HENRY JAMES, Havling Island, Hants,  
 Restaurateur Nov 14 at 3 Off Rec, Cambridge junc,  
 High st, Portsmouth  
 CROMIE, THOMAS JOSEPH, Sunderland, Grocer Nov 16 at 3  
 Off Rec, 8 Manor pl, Sunderland  
 DAY, ALFRED RHODES, Wakefield, Estate Agent Nov 14 at  
 14 Off Rec, 6 Bond ter, Wakefield  
 FOSKARD, WILLIAM, Great Wymham, Suffolk, Licensed  
 Hawker Nov 15 at 2 Off Rec, 36, Princess st, Ipswich  
 FOX, WILLIAM HENRY, Victoria st, Accountant Nov 15 at  
 11 Bankruptcy bldg, Carey st  
 GILFIRD, NORMAN, East Grinstead, Veterinary Surgeon  
 Nov 21 at 11 Bridge Hotel, Tunbridge Wells  
 GROVE, ARTHUR, Harrogate, Tailor's Assistant Nov 14 at  
 11.30 Off Rec, The Red House, Duncombe pl, York  
 HAMMOND, GEORGE HARRISON, Cowling, Suffolk, Builder  
 Nov 12 at 12 Off Rec, 5, Fetti Curt, Cambridge  
 HILLS, EDWARD, Ringwood, Southampton, Solicitor Nov  
 16 at 12.30 Off Rec, City chambers, Catherine st, Salis-  
 bury  
 HOLBROOK, JOSEPH BENJAMIN, Langport, Somerset, House  
 Decorator Nov 15 at 1 Off Rec, City chambers, Cath-  
 erine st, Salisbury  
 HUGHES, HUGH, Llandudno, Coal Agent Nov 15 at 11.45  
 City chambers, Eastgate row, Chester  
 INGRAM, EDWARD JOSEPH, Walton on Thames, Builder  
 Nov 14 at 11.30 132, York rd, Westminster Bridge  
 JONES, THOMAS HENRY, and JAMES LEWIS, Ton Pentre,  
 Glam, Contractors Nov 16 at 11.15 Off Rec, St Cath-  
 erine's chambers, St Catherine st, Pontypridd  
 JONES, TOM, New Quay, Cardigan, Tailor Nov 12 at 12.45  
 Off Rec, 4, Queen st, Carmarthen  
 KEELER, WILLIAM ANTHONY, Bradford, Newsagent Nov 14  
 at 11 Off Rec, 12, Duke st, Bradford  
 KIRTON, THOMAS RICHARD, Doncaster, Grocer Nov 14 at 12  
 Off Rec, King st, Newcastle, Staffs  
 KRAMER and KOFFMAN, Middlesex st, General Merchants  
 Nov 16 at 12.30 Bankruptcy bldg, Carey st  
 LEE, WILLIAM, Tunbridge Wells Clerk Nov 21 at 11.30  
 Bridge Hotel, Tunbridge Wells  
 LYTTON, W. E. FORD, Manufacturer's Agent Nov 14 at  
 12.30 Bankruptcy bldg, Carey st  
 MCCANDLISH, JOHN ALEXANDER, Piccadilly, Club Secretary  
 Nov 14 at 11.30 Bankruptcy bldg, Carey st

MILLER, H. W., Richmond Nov 14 at 11 Bankruptcy  
 bldg, Carey st  
 MILLER PETER, Kingston upon Hull, Drysalter Nov 12 at  
 11 Off Rec, York City Bank chambers, Lowgate, Hull  
 ROBERTS, THOMAS, Colwyn Bay, Denbigh, Grocer Nov 15 at  
 12 City chambers, Eastgate row, Chester  
 ROBINSON, GEORGE, Kingswinford, Stafford, Grocer Nov  
 14 at 12 Off Rec, 1, Priory st, Dudley  
 SHALLICE, FRED REGINALD, Aylesbury, Printer's Foreman  
 Nov 12 at 12 1, St Aldates, Oxford  
 SHILLITO, THOMAS, West Ardley, York Nov 14 at 11 Off  
 Rec, Bank chambers, Corporation st, Dewsbury  
 SODGEY, HARRY, Wyke, Bradford, Rubber Manufacturer  
 Nov 15 at 11 Off Rec, 12, Duke st, Bradford  
 TAILLY, WILLIAM JOHN, Swansea, Sea Pilot Nov 19 at 11  
 Off Rec, Government bldg, St Mary's st, Swansea  
 TANKER, EDWARD, Shalford, Essex, Builder Nov 14 at  
 12 14 Bedford row  
 TWIGG, JAMES, HATTON in Furness, Brass Moulder Nov 12  
 at 11.15 Off Rec, 16, Cornwallia st, HATTON in Furness  
 WORTH, LEWIS, Lesham Buzzard Nov 15 at 12 Off Rec  
 The Parade, Northampton

### ADJUDICATIONS.

BOYLE, CHARLES, Abingdon villas, Kensington High Court  
 Pet July 2 Ord Nov 1  
 BRADSHAW, ATHA, Leeds, Insurance Agent Leeds Pet  
 Oct 31 Ord Oct 31  
 BROWN, CAROLINE, Tenby, Fruiterer Pembroke Dock  
 Pet Oct 31 Ord Oct 31  
 BUTCHER, ERNEST, Finsbury, Rochester Rochester Pet  
 Oct 31 Ord Oct 31  
 CARILL, WILLIAM EDWARD, Reading, Berks, Bookseller  
 Reading Pet Oct 31 Ord Oct 31  
 CHAPMAN, ROBERT, Buxton, Wheelwright Stockport Pet  
 Nov 2 Ord Nov 2  
 CHURCH, JOSEPH JAMES, Torquay, Builder Exeter Pet Oct  
 31 Ord Oct 31  
 COOK, FREDERICK JAMES, Maidstone, Coal Merchant Maid-  
 stone Pet Oct 31 Ord Oct 31  
 CURSTON, JACOB, Accrington, Congregational Minister  
 Blackburn Pet Oct 29 Ord Oct 29  
 DAY, ALFRED RHODES, Wakefield, Estate Agent Wake-  
 field Pet Oct 29 Ord Oct 29  
 DEWATER, JOHN ROBERT, Stretford, Builder Salford  
 Pet Nov 1 Ord Nov 1  
 GROVE, ARTHUR, Harrogate, Tailor's Assistant York Pet  
 Oct 31 Ord Oct 31  
 HALL, JOHN HENRY, Bulkington, Warwick, Farmer  
 Coventry Pet Oct 1 Ord Oct 13  
 HATSWELL, MARY CATHERINE, Durham, Ironfounder  
 Durham Pet Oct 29 Ord Oct 31  
 HILLS, EDWARD, Ringwood, Southampton, Solicitor  
 Salisbury Pet Oct 16 Ord Nov 2  
 HOLT, JOHN, Yoxford, Suffolk Great Yarmouth Pet Oct  
 27 Ord Nov 2  
 HOWLETT, FRED, Norwich Norwich Pet Nov 1 Ord  
 Nov 1  
 HUTCHINGS, FRANK, Camelford, Cornwall, Saddler Truro  
 Pet Nov 2 Ord Nov 2  
 KERR, WILLIAM ANTHONY, Bradford, Newsagent Brad-  
 ford Pet Oct 31 Ord Oct 31  
 KNOTT, WILLIAM JAMES, Clifton, Commission Agent Bristol  
 Pet Oct 29 Ord Oct 29  
 KNOTT, JOSEPH WILLIAM, Sheffield, Fruiterer Sheffield  
 Pet Oct 31 Ord Oct 31  
 LEVIN, HARRIS, Cwm, Monmouth, Furnisher Tredegar  
 Pet Oct 19 Ord Oct 31  
 MARRIAN, JOSEPH MANTOCK, Manchester, Commission Agent  
 Manchester Pet Oct 1 Ord Oct 31  
 MORAG, ARCHIBALD BROOKING, Trowbridge, Wilts,  
 Monumental Mason Bath Pet Nov 2 Ord Nov 2  
 PARKHOUSE, WILLIAM, Port Tennant, Swansea, Milk Seller  
 Swansea Pet Oct 31 Ord Oct 31  
 PARRY, RUTH GRAHAM, Burlingtongins High Court Pet  
 Sept 23 Ord Nov 1  
 ROBINSON, GEORGE, Kingswinford, Stafford, Grocer Stour-  
 bridge Pet Nov 1 Ord Nov 1  
 SANDER, PHILIP EDWARD, Lancaster gate High Court  
 Pet Aug 10 Ord Nov 1

# THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1890.

EXCLUSIVE BUSINESS—LICENSED PROPERTY.

SPECIALISTS IN ALL LICENSING MATTERS.

Upwards of 650 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.

Suitable Insurance Clauses for inserting in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

BAUNDRES, FRANK COLIN BENNER HEATH, Paignton, Devon, Actor Plymouth Pet Oct 31 Ord Oct 31  
 SHARP, EMMA MARIA, Bedford, Draper Bedford Pet Nov 1 Ord Nov 1  
 SHILLITO, THOMAS, West Ardsley, York Dewsbury Pet Oct 31 Ord Oct 31  
 SUGDEN, HARRY, Wyke, Bradford, Rubber Manufacturer Bradford Pet Nov 1 Ord Nov 1  
 WATSON, HARRIETT, Wisbech Saint Peter, Cambridge, Fish Dealer King's Lynn Pet Oct 31 Ord Oct 31  
 WEAVER, DAVID, Ludlow, Salop, Fellmonger Leominster Pet Nov 1 Ord Nov 1  
 WEST, EDWARD PACKETT, Charterhouse st, Holborn circus, Clock Manufacturer High Court Pet Aug 23 Ord Nov 1  
 WHAPPLER, HENRY, Coventry, Draper Coventry Pet Nov 3 Ord Nov 3  
 WILLIAMS, ARTHUR RHYB, Bargoed, Glam, Milk Vendor Merthyr Tydfil Pet Oct 31 Ord Oct 31  
 ZAINA, MORRIS, Wardour st, Electrical Engineer High Court Pet Aug 11 Ord Oct 31

London Gazette—FRIDAY, NOV. 5.

#### RECEIVING ORDERS.

ALLEN, CHARLES THOMAS, and THOMAS JAMES CAUTNER, Arthur mews, Caledonian rd, Piano Manufacturers High Court Pet Nov 5 Ord Nov 5  
 ALLEN, FREDERICK WILLIAM, Polesworth, nr Tamworth, Boot Dealer Birmingham Pet Nov 3 Ord Nov 3  
 ANDREWS, ZACHARIAH, Aberdare, Theatre Manager Aberdare Pet Oct 25 Ord Nov 4  
 CHAN-TONG, MARIE MARY AGNES, Pangbourne, Berks, Authorised Reading Pet Sept 16 Ord Nov 4  
 COLE, HERBERT STEPHEN, Gilmorton, Leicester, Farmer Leicester Pet Oct 4 Ord Nov 3  
 COOPER, JAMES, Haxey, Lincoln, Carter Lincoln Pet Nov 4 Ord Nov 4  
 DIXEY, JOHN ROBERT, Barnsley, Painter and Decorator Barnsley Pet Nov 4 Ord Nov 4  
 DOWSON, ERNEST, Doncaster, Painter Sheffield Pet Nov 3 Ord Nov 3  
 EVANS, THOMAS ROBERT, Liverpool, Hay Merchant Liverpool Pet Nov 3 Ord Nov 3  
 GOODWIN, ERNEST ALFRED, Gravesend Rochester Pet Nov 4 Ord Nov 4  
 GRIFFITHS, JOSEPH ROBERT, Swindon, Insurance Agent Swindon Pet Nov 4 Ord Nov 4  
 HAZLEMAN, GODFREY JENNINGS, Croydon, Surrey, Stationer Croydon Pet Nov 1 Ord Nov 1  
 JENNINGS, WALTER, Paignton, Devon, Market Gardener Plymouth Pet Nov 3 Ord Nov 3  
 JONES, EVAN, Dolwyddelan, Carnarvon, Licensed Victualler Portmadoc Pet Nov 3 Ord Nov 3  
 JONES, HUGH, Towyn, Merioneth, Cycle Agent Aberystwyth Pet Nov 3 Ord Nov 3  
 KIDGER, JOSHUA, Oldham, Pork Butcher Oldham Pet Nov 5 Ord Nov 5  
 LEWIS, BENJAMIN, Tirphill, Glam, Collier Merthyr Tydfil Pet Nov 3 Ord Nov 3  
 LLOYD, GEORGE, Johnston, Pembroke, Farmer Pembroke Dock Pet Nov 4 Ord Nov 4  
 MARBLE, FREDERICK JAMES, Bournemouth, Milliner Ponle Pet Nov 4 Ord Nov 4  
 MARTIN, GEORGE EDWARD, Hfracombe, Boarding house Proprietor Barnstaple Pet Oct 21 Ord Nov 4  
 MENDELSON, MORRIS DAVID, Newcastle upon Tyne, General Dealer Newcastle upon Tyne Pet Nov 3 Ord Nov 3  
 OSBORNE, RICHARD, Jun, Wadebridge, Cornwall, Carpenter Truro Pet Nov 5 Ord Nov 5  
 ROBERTS, ALEXANDER MACKAY, Aberbargoed, Mon, Draper Tredegar Pet Nov 3 Ord Nov 3  
 ROOKE, STEPHEN, Barnsley, Company Director Barnsley Pet Sept 20 Ord Nov 3  
 SEAMAN, ALBERT EDWARD, Chesterfield, Photographer Chesterfield Pet Nov 5 Ord Nov 5  
 SKELTON, HERBERT, Royston, nr Barnsley, Miner Barnsley Pet Nov 3 Ord Nov 3  
 SMITH, HAROLD, Hampton, Middlesex Kingston, Surrey Pet Sept 7 Ord Nov 5  
 STIMPSON, FRED EDWARD, and HENRY BERNARD CHAMBERS Ponders End, Middlesex, Building Contractor Edmonton Pet Nov 5 Ord Nov 5  
 SUNDERLAND, AQUILA, Halifax, York, Cotton Doubler Halifax Pet Oct 5 Ord Oct 5  
 THOMAS, GEO. & CO, 86 Mary at Hill High Court Pet Oct 11 Ord Nov 3  
 THOMSON, DOUGLAS LAWSON, Highclere, Newbury, Physician Newbury Pet Oct 15 Ord Nov 2  
 UNNA, HARRY ADOLPH, Clerkenwell rd High Court Pet Oct 7 Ord Nov 3  
 WALTERS, DAVID, Llanguicke, Glam, Newsagent Neath Pet Nov 4 Ord Nov 4  
 WATSON, SIDNEY, Swansea, Fruiterer Swansea Pet Nov 3 Ord Nov 3  
 WILKINSON, JOHN WILLIAM, Crofton, nr Wakefield Wakefield Pet Nov 4 Ord Nov 4

Amended Notice substituted for that published in the London Gazette of Nov. 1:  
 HAUXWELL, MARY CATHERINE, Durham Durham Pet Oct 29 Ord Oct 29

#### FIRST MEETINGS.

ALLEN, CHARLES THOMAS, and THOMAS JAMES CAUTNER, Arthur mews, Caledonian rd, Piano Manufacturers Nov 18 at 11 Bankruptcy bldgs, Carey st  
 BAGLEY, MELVILLE S, Cartwright gds, Leigh at Nov 17 at 1 Bankruptcy bldgs, Carey st  
 BOOT, STANLEY LEONARD, New Malden, Surrey, Warehouse Clerk Nov 18 at 11.30 132, York rd, Westminster Bridge rd  
 BROWNE, CAROLINE, Tenby, Pembroke, Fruiterer Nov 19 at 12.45 Off Rec, 4, Queen st, Carmarthen  
 CARILL, WILLIAM EDWARD, Reading, Bookseller Nov 16 at 12 14, Bedford row  
 COLE, HERBERT STEPHEN, Gilmorton, Leicester, Farmer Nov 16 at 12 Off Rec, Derridge st, Leicester  
 COURTNEY, ALFRED JOHN, Falmouth, Assistant Schoolmaster Nov 16 at 12 Off Rec, 12, Princess st, Truro

DRINKWATER, JOHN ROBERT, Manchester, Builder Nov 16 at 3.30 Off Rec, Byrom st, Manchester  
 EVANS, THOMAS ROBERT, Liverpool, Hay Merchant Nov 16 at 11 Off Rec, 25, Victoria st, Liverpool  
 FOWLER, PHILIP CALVERT, Luton Bedford, Licensed Victualler Nov 17 at 11.30 Chamber of Commerce, 29, King st, Luton  
 FRANCIS, MARY, Oldham, Boot Manufacturer Nov 19 at 11.30 Off Rec, Green st, Oldham  
 GEORGE, THOMAS, & CO, 84 Mary at Hill Nov 17 at 11 Bankruptcy bldgs, Carey st  
 GRIFFITHS, JOSEPH ROBERT, Swindon, Insurance Agent Nov 16 at 11 Off Rec, 38, Regent circus, Swindon  
 HALL, JOHN HENRY, Barkington, Warwick, Farmer Nov 16 at 11 Off Rec, 8, High st, Coventry  
 HAUXWELL, MARY CATHERINE, Durham Nov 17 at 2 The Three Tuns Hotel, Durham  
 HAZLEMAN, GODFREY JENNINGS, Croydon, Surrey, Stationer Nov 16 at 11.30 132, York rd, Westminster Bridge  
 HOLY, JOHN, Voxford, Suffolk Nov 16 at 3 Off Rec, 8, King st, Norwich  
 HOWLETT, FRED, Norwich Nov 19 at 12.30 Off Rec, 8, King st, Norwich  
 KENT, WILLIAM JAMES, Bristol, Commission Agent Nov 16 at 11.30 Off Rec, 26, Baldwin st, Bristol  
 KNOTT, JOSEPH WILLIAM, Sheffield, Fruiterer Nov 16 at 12 Off Rec, Figueira In, Sheffield  
 LANNING, EDWIN THOMAS, Weymouth, Ironmonger Nov 17 at 1 Off Rec, City chambers, Catherine st, Salisbury  
 LEVIN, HARRIS, Cwm, Mon, Furnisher Nov 16 at 11 Off Rec, 144, Commercial st, Newport, Mon  
 LEWIS, BENJAMIN, Tirphill, Glam, Collier Nov 17 at 12 Off Rec, County Court, Townhall, Merthyr Tydfil  
 LEWIS, JAMES, Brynmawr, Brecknock, Draper Nov 16 at 11.30 Off Rec, 144, Commercial st, Newport, Mon  
 MANN, WILLIAM EDWARD, Coventry, Motor Sundries Manufacturer Nov 16 at 11.30 Off Rec, 8, High st, Coventry  
 MARLEY, KENNETH RAMSDEN, Penarth, Merchant Nov 17 at 3 117, 46 Mary st, Cardiff  
 MORGAN, ARCHIBALD BRODRIE, Trowbridge, Wilts, Monumental Mason Nov 16 at 11.45 Off Rec, 26, Baldwin st, Bristol  
 RICHARDS, CHARLES, Maesteg, Glam, Colliery Stoker Nov 16 at 3 117, 38 Mary st, Cardiff  
 SARGANT, RATCLIFF, Greenway, Uxbridge, Master Printer Nov 17 at 12 14, Bedford row  
 SHARP, EMMA MARIA, Bedford, Draper Nov 16 at 11 Off Rec, The Parade, Northampton  
 SUNDERLAND, AQUILA, Halifax, York, Cotton Doubler Nov 17 at 10.45 County Court, Prescott st, Halifax  
 TRUSWELL, WILLIAM, and ALFRED TRUSWELL, Nottingham, Barmen Nov 18 at 11 Off Rec, 4, Castle st, Park st, Nottingham  
 UNNA, HARRY ADOLPH, Clerkenwell rd Nov 17 at 12 Bankruptcy bldgs, Carey st  
 WEAVER, DAVID, Ludlow, Salop, Fellmonger Nov 16 at 12.45 2, Off st, Hereford  
 WEAVER, HENRY, Coventry, Draper Nov 18 at 11 Off Rec, 8, High st, Coventry  
 WILLIAMS, ARTHUR RHYB, Bargoed, Glam, Milk Vendor Nov 18 at 11.15 Off Rec, 21 Catherine chambers, St Catherine st, Pontypridd

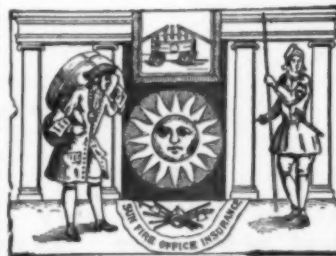
#### ADJUDICATIONS.

ALLEN, CHARLES THOMAS, and THOMAS JAMES CAUTNER, Arthur mews, Caledonian rd, Piano Manufacturers, High Court Pet Nov 5 Ord Nov 5  
 ALLPORT, JOSIAH, Handsworth, Bulder Birmingham Pet Oct 15 Ord Nov 4  
 ASH, SAMUEL GEORGE, Portsmouth, Coal Merchant Portsmouth Pet Oct 15 Ord Nov 3  
 BAILLES, RICHARD, Artnley, Leeds, Chemical Manufacturer Leeds Pet Oct 14 Ord Nov 3  
 BOOT, STANLEY LEONARD, New Malden, Surrey, Warehouse Clerk Kingston, Surrey Pet Nov 2 Ord Nov 5

BULL, FREDERICK, and MONTAGUE BULL, Leadenhall st, Timber Merchants High Court Pet Sept 20 Ord Nov 2  
 COKE, FLON, Harrow rd, Butcher High Court Pet Nov 1 Ord Nov 2  
 COOPER, JAMES, Haxey, Lincoln, Carter Lincoln Pet Nov 4 Ord Nov 4  
 DIXEY, JOHN ROBERT, Barnsley, Painter and Decorator Barnsley Pet Nov 4 Ord Nov 4  
 DOWSON, ERNEST, Doncaster, Painter Sheffield Pet Nov 3 Ord Nov 3  
 EVANS, THOMAS ROBERT, Liverpool, Hay Merchant Liverpool Pet Nov 3 Ord Nov 3  
 FRANCIS, MARY ELLEN, Hertford, Coachbuilder Hertford Pet Aug 5 Ord Oct 31  
 GILROY, WILLIAM JAMES, Diana pl, Euston rd, Builder's Manager High Court Pet May 26 Ord Nov 4  
 GOODWIN, ERNEST ALFRED, Gravesend Rochester Pet Nov 4 Ord Nov 4  
 GRIFFITHS, JOSEPH ROBERT, Swindon, Insurance Agent Swindon Pet Nov 4 Ord Nov 4  
 HAZLEMAN, GODFREY JENNINGS, Croydon, Stationer Croydon Pet Nov 1 Ord Nov 1  
 INGRAM, EDWARD JOSEPH, Walton on Thames, Surrey, Builder Kingston, Surrey Pet Oct 29 Ord Nov 5  
 JENNINGS, WALTER, Paignton Devon, Market Gardener Plymouth Pet Nov 3 Ord Nov 3  
 JONES, EVAN, Dolwyddelan, Carnarvon, Licensed Victualler Portmadoc Pet Nov 3 Ord Nov 3  
 JONES, HUGH, Towyn, Merioneth, Cycle Agent Aberystwyth Pet Nov 3 Ord Nov 3  
 KIDGER, JOSHUA, Oldham, Pork Butcher Oldham Pet Nov 5 Ord Nov 5  
 LEWIS, BENJAMIN Tirphill, Glam, Collier Merthyr Tydfil Pet Nov 3 Ord Nov 3  
 LEWIS, JAMES, Brynmawr, Brecknock, Draper Tredegar Pet Oct 15 Ord Nov 3  
 LLOYD, GEORGE, Johnston, Pembroke, Farmer Pembroke Dock Pet 4 Ord Nov 4  
 MARBLE, FREDERICK JAMES, Bournemouth, Milliner Ponle Pet Nov 4 Ord Nov 4  
 MATTHEWS, THOMAS RICHARD, Lymington, Hants, Baker Southampton Pet Oct 13 Ord Nov 4  
 OSBORNE, RICHARD, Jun, Wadebridge, Cornwall, Carpenter Truro Pet Nov 5 Ord Nov 5  
 PHILLIPS, HARRY GEORGE, Gough sq, Fleet st, Process Engraver High Court Pet Oct 25 Ord Nov 4  
 PRESTON, EDWARD OXFORD, Cootham, Berks, Financier High Court Pet Oct 18 Ord Nov 4  
 RILEY, JOHN, Liverpool, Fruit Salesman Liverpool Pet Sept 7 Ord Nov 4  
 ROBERTS, ALEXANDER MACKAY, Aberbargoed, Mon, Draper Tredegar Pet Nov 3 Ord Nov 3  
 ROOTS, ERNEST, Little Wakerin, Essex, Brick Manufacturer Chelmsford Pet Sept 9 Ord Nov 2  
 SKELTON, HERBERT, Royston, nr Barnsley, Miner, late Draper Barnsley Pet Nov 3 Ord Nov 3  
 STIMPSON, FRED EDWARD, and HENRY BERNARD CHAMBERS Ponders End, Middlesex, Building Contractors Edmonton Pet Nov 5 Ord Nov 5  
 THOMAS, KATE, Lynn st, Balham High Court Pet Sept 19 Ord Nov 3  
 TRIPP, WALLACE JAMES, Percy st, Manufacturing Jeweller High Court Pet Aug 5 Ord Nov 4  
 WALTERS, DAVID, Llanguicke, Glam, Newsagent Neath Pet Nov 4 Ord Nov 4  
 WATKINS, JOHN HENRY, Cinderford, Glos, Grocer and Tobacco Dealer Gloucester Pet Oct 20 Ord Nov 1  
 WATSON, SIDNEY, Swansea, Fruiterer Swansea Pet Nov 3 Ord Nov 3  
 WEST, EDWARD PACKETT, Charterhouse st, Holborn, Clock Manufacturer High Court Pet Sept 5 Ord Nov 3  
 WILKINSON, JOHN WILLIAM, Crofton, nr Wakefield, Newsagent's Assistant Wakefield Pet Nov 4 Ord Nov 4  
 WILSON, JOHN GEORGE, Penarth, Coal Exporter Cardiff Pet Oct 14 Ord Nov 2

Bicentenary. 1710-1910.

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Insurances effected on the following risks:—

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RESULTANT LOSS OF RENT AND PROFITS.  
 EMPLOYERS' LIABILITY and PERSONAL ACCIDENT,  
 WORKMEN'S COMPENSATION, SICKNESS and DISEASE,  
 including ACCIDENTS TO BURGLARY,  
 DOMESTIC SERVANTS. PLATE GLASS.

Law Courts Branch: 40, CHANCERY LANE, W.C.

A. W. COUSINS, District Manager.

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The BONDS of the SUN INSURANCE OFFICE are accepted by the various Divisions of the High Courts of Justice in England and Ireland and the Supreme Courts of Scotland, the Masters in Lunacy, Board of Trade, and all Departments of His Majesty's Government.

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